

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM458972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premium Leisure, LLC		11/20/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	LPI, Inc.		
Street Address:	506 Twin Oaks Drive		
City:	Johnson City		
State/Country:	TENNESSEE		
Postal Code:	37601		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3620559	PINNACLE	
Registration Number:	3555594	PREMIUM SPAS	
CORRESPONDENCE DATA			
Fax Number:	4233492953		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4233492953		
Email:	lhilton@lpiinc.com		
Correspondent Name:	David Hatley		
Address Line 1:	506 Twin Oaks Drive		
Address Line 4:	Johnson City, TENNESSEE 37601		
NAME OF SUBMITTER:	David Hatley		
SIGNATURE:	/david hatley/		
DATE SIGNED:	01/23/2018		
Total Attachments: 3			
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OP \$65.00 3620559

Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 20 day of November, 2017 (the "Effective Date") by and between Premium Leisure, LLC (the "Assignor"), a Florida Limited Liability Company located at 6101 N. 45th Street, St. Petersburg, FL, 33714 and LPI, Inc. (the "Assignee"), a Tennessee Corporation located at 506 Twin Oaks Drive, Johnson City, Tennessee, 37601.

1. **Mark.** The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: PINNACLE

Application or Registration Number: 3,620,559

State of Registration: Florida

Date of Application or Registration: May 12, 2009

Description of Goods/Services: IC 011. US 013 021 023 031 034. G & S: spas in the nature of heated pools. FIRST USE: 20030827. FIRST USE IN COMMERCE: 20030827

Mark Name: PREMIUM SPAS

Application or Registration Number: 3,555,594

State of Registration: Florida

Date of Application or Registration: December 30, 2008

Description of Goods/Services: IC 011. US 013 021 023 031 034. G & S: Spas in the nature of heated pools. FIRST USE: 20020721. FIRST USE IN COMMERCE: 20020721

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.
3. **Consideration.** Assignee shall pay Assignor the sum of \$0.00, payable on November 20, 2017 in consideration for assignment of the Mark.
4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer,

conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.

5. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
7. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing
8. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Tennessee for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
10. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Premium Sales Network LLC

By: 

Name: Brian Wiley

Title: Manager

LPI, Inc.

By: 

Name: David Hatley

Title: CEO

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NOTARY ACKNOWLEDGMENT

State of Tennessee
County of Washington

On this 20 day of November in the year 2017 before me,
LaDonna Hilton, appeared Brian Wiley, who is personally known to me
or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to this instrument, and acknowledged that he or she executed it.

Notary Seal

LaDonna Hilton
(Signature of Notary Public)

My Commission Expires: 11/26/2018



State of Tennessee
County of Washington

On this 20 day of November in the year 2017 before me,
LaDonna Hilton, appeared David Hatley, who is personally known to me
or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to this instrument, and acknowledged that he or she executed it.

Notary Seal

LaDonna Hilton
(Signature of Notary Public)

My Commission Expires: 11/26/2018

