

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rent Jungle, LLC		05/21/2014	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	The Rainmaker Group - Rent Jungle LLC		
Street Address:	4550 North Point Parkway, Suite 400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4246013	CAR JUNGLE	
Registration Number:	3731097	RENT JUNGLE	
Registration Number:	4253619	MINE LABS	
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<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:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	25151.73_08287		
NAME OF SUBMITTER:	Jeffrey M. Becker		
SIGNATURE:	/Jeffrey M. Becker/		
DATE SIGNED:	01/22/2018		
Total Attachments: 3			
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OP \$90.00 4246013

TRADEMARK AND SERVICE MARK ASSIGNMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT ("Assignment") is made and entered into as of May 21, 2014 (the "Effective Date"), by and between RENT JUNGLE LLC, a Pennsylvania limited liability company ("Seller) and THE RAINMAKER GROUP RENT JUNGLE, LLC, a Georgia limited liability company ("Purchaser").

Background

Seller and Purchaser have entered into an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement") pursuant to which Purchaser has agreed to purchase the assets of Seller specified therein. Pursuant to the terms of the Asset Purchase Agreement, Seller has agreed to assign all of its right, title, and interest in certain marks used by Seller and all of the goodwill of the business symbolized by the marks. Seller and Purchaser are entering into this Assignment to effect the assignment to Purchaser of all of Seller's right, title, and interest in certain marks used by Seller both registered and unregistered, and all of the goodwill of the business symbolized by the marks.

Agreement

For and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree:

1. **Assignment of Marks.** Seller hereby fully, unconditionally and irrevocably transfers, assigns, delivers and conveys to Purchaser all of Seller's right, title, and interest in the marks, registrations and applications listed on *Schedule A* hereto, including all federal, state, common law and foreign rights therein, together with the good will of the business symbolized by the marks, registrations and applications listed on *Schedule A* hereto, and the worldwide right to sue for infringements of the marks or any other related cause of action which may have occurred prior to the Effective Date. **Power of Attorney.** Seller hereby constitutes and appoints Purchaser, and its successors or assigns, the true and lawful attorney of Seller with full power of substitution, for the benefit and at the expense of Purchaser: (a) to institute and prosecute all proceedings which Purchaser may deem proper in order to collect, assert, or enforce any claim, right, or title of any kind in or to any of the marks, to defend or compromise any and all actions, suits, or proceedings in respect of any of the marks, and to do all such acts and things in relation thereto as Purchaser shall deem advisable; and (b) subject to the terms of the Asset Purchase Agreement, to take all action which Purchaser may deem proper in order to provide Purchaser the benefits under any of the marks where any required consent of another party to the assignment thereof to Purchaser pursuant to the Asset Purchase Agreement shall not have been obtained. Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by Seller. Purchaser shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereto. **1. Governing Law.** This Assignment shall be governed by and construed under the laws of the State of Georgia without regard to its conflict of laws principles. The parties agree that any appropriate state court located in Fulton County, Georgia or the Federal Court located in the Northern District of Georgia, Atlanta Division shall have jurisdiction of any case or controversy arising under or in connection with this Agreement and shall be a proper forum in which to adjudicate such case or controversy. The parties consent to the jurisdiction of such courts and agree not to object to forum or venue.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Trademark and Service Mark Assignment to be executed and delivered as of the date first above written.

RENT JUNGLE LLC

By: 

Jonathan T. Pastor, Chief Executive Officer

The Rainmaker Group - Rent Jungle LLC

By: The Rainmaker Group Holdings, Inc.,
Manager

By: 

Bruce A. Barfield, Chief Executive Officer

**SCHEDULE A
TO
TRADEMARK AND SERVICE MARK ASSIGNMENT**

Trademarks and Service Marks and Related Registrations/Applications

United States - Registered

Mark	Class	Serial No.	Filing Date	Reg. No.	Reg. Date
Car Jungle		85602588	April 19, 2012	4246013	November 20, 2012
Rent Jungle		77746845	May 28, 2009	3731097	December 29, 2009
Mine Labs		85599382	April 16, 2012	4253619	December 4, 2012