

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496239

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZAP! Holdings, LLC		10/30/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Ascent IP Holdings, LLC		
Street Address:	3018 S. Lakeridge Trail		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80302		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4132675	ZAP!	
Registration Number:	3145055	ZAP!	
Registration Number:	2029697	ZAP!	
Registration Number:	2139777	RESTORE 4	
Registration Number:	2417821	"DON'T REPLACE IT, RESTORE IT!"	
Registration Number:	3944310	PROFESSIONAL RESTORER	
Registration Number:	2657379	PROFESSIONAL RESTORER	
Registration Number:	4035241	RESTORE IT!	
Registration Number:	4712687	ZAP! RESTORE AMERICA!	
Registration Number:	4688921	RESTORE AMERICA	
Registration Number:	4621433	IT'S LIKE A REMODEL IN A BOTTLE	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	303-223-1100		
Email:	DNTrademarkDocket@bhfs.com		
Correspondent Name:	Daniel I. Ackerman		
Address Line 1:	410 Seventeenth Street, Suite 2200		

OP \$290.00 4132675

Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	060583.0001
NAME OF SUBMITTER:	Cassidy A. Merriam
SIGNATURE:	/CAM/
DATE SIGNED:	10/31/2018
Total Attachments: 6 source=Trademark Assignment - ZAP! Holdings LLC to Ascent IP Holdings LLC Executed_(17682754_1)#page1.tif source=Trademark Assignment - ZAP! Holdings LLC to Ascent IP Holdings LLC Executed_(17682754_1)#page2.tif source=Trademark Assignment - ZAP! Holdings LLC to Ascent IP Holdings LLC Executed_(17682754_1)#page3.tif source=Trademark Assignment - ZAP! Holdings LLC to Ascent IP Holdings LLC Executed_(17682754_1)#page4.tif source=Trademark Assignment - ZAP! Holdings LLC to Ascent IP Holdings LLC Executed_(17682754_1)#page5.tif source=Trademark Assignment - ZAP! Holdings LLC to Ascent IP Holdings LLC Executed_(17682754_1)#page6.tif	

Trademark Assignment Agreement

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into this 30th day of October, 2018, by and between ZAP! Holdings, LLC, a Colorado limited liability company (the "Assignor"), and Ascent IP Holdings, LLC, a Colorado limited liability company (the "Assignee").

RECITALS

WHEREAS, Assignor presently owns all right, title and interest in and to the Assigned Intellectual Property (as defined below); and

WHEREAS, Assignee desires to purchase the entire right, title and interest in and to the Assigned Intellectual Property.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration contained herein, Assignor and Assignee, intending to be legally bound, each agree as follows:

AGREEMENT

Article 1. Definitions

The following capitalized terms, as used in this Agreement, will have the respective meanings set forth below:

- a. "Assigned Trademarks" means (i) the trademarks listed on Exhibit A hereto, (ii) the registrations and applications for registrations thereof, (iii) any and all common law trademarks owned by Assignor, and (iv) the goodwill connected with the use thereof and symbolized thereby.
- b. "Assigned Agreements" means any and all active trademark licensing agreements with third-parties in which Assignor has licensed rights in the Assigned Trademarks for use by a third-party.

Article 2. Assignment

2.1. **Assignment.** Assignor hereby conveys, sells, transfers, and assigns to Assignee all of Assignor's right, title and interest throughout the world in and to (a) the Assigned Trademarks, (b) all income and royalties hereafter due or payable to Assignor with respect to the Assigned Trademarks, (c) all damages and payments for past or future infringements and misappropriations of the Assigned Trademarks, and (d) all rights to sue for past, present, and future infringements or misappropriations of the Assigned Trademarks, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States, based in whole or in part upon the Assigned Trademarks, and including any priority right that may have arisen from Assignor's use of the Assigned Trademarks and/or prior ownership of the registration for such Assigned Trademarks).

2.2. **License Agreements.** Assignor hereby conveys, sells, transfers, and assigns to Assignee all of Assignor's rights and obligations under the Assigned Agreements, and Assignee accepts such assignment and assumes and agrees to pay and perform, when due, all obligations under the Assigned Agreements.

2.3 **Quitclaim Disclaimer.** Assignee acknowledges and agrees that Assignee will not acquire any property, assets or rights of any kind or nature, real or personal, tangible or intangible, other than the Seller's right, title and interest in and to the Assigned Trademarks, that Assignor owns or controls.

Assignor makes no representation or warranty of good title to the Assigned Trademarks but quitclaims all of its right, title, and interest in and to the Assigned Trademarks to Assignee.

2.4. Authorization. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and any other comparable governmental authority or official throughout the world whose duty is to register and record ownership in trademark applications or trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Assigned Trademarks.

2.5. Further Assurances. Assignor agrees to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles, and interests assigned to Assignee pursuant to this Agreement.

Article 3. **Payment**

In consideration of the Assignor's assignment of ownership, Assignee agrees to pay to Assignor in accordance with the terms set forth in the Plan of Complete Liquidation and Dissolution.

Article 4. **Disclaimer of Warranties**

ASSIGNEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, ASSIGNOR HAS MADE NO REPRESENTATION OR WARRANTY WHATSOEVER AND ASSIGNEE HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ASSIGNED INTELLECTUAL PROPERTY, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ASSIGNEE IS ACQUIRING THE ASSIGNED INTELLECTUAL PROPERTY ON AN "AS IS" BASIS WITH ALL FAULTS AND WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ENFORCEABILITY, NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

Article 5. **Miscellaneous Provisions**

5.1. Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent will be null and void. This Agreement will be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

5.2. Amendments; Waivers. This Agreement may not be modified or amended except by a written instrument signed by the parties. In addition, no waiver of any provision of this Agreement will be binding unless set forth in a writing signed by the party granting the waiver. Any waiver will be limited to the circumstance or event specifically referenced in the written waiver document and will not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.

5.3. **Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the legality or validity of the remainder of the Agreement.

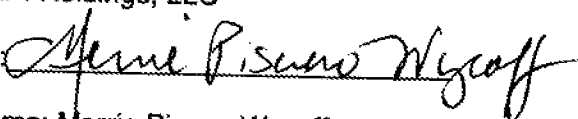
5.4. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

5.5. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one agreement. Photocopies, facsimile transmissions, or email transmissions of portable document format files (".pdf" files) of signatures will be deemed original signatures and will be fully binding on the parties to the same extent as original signatures.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

ASSIGNOR:

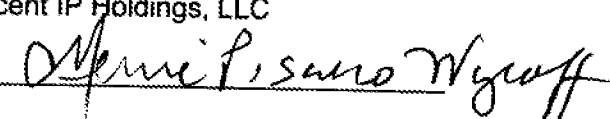
ZAPI Holdings, LLC

By: 

Name: Merrie Pisano Wycoff
Title: Manager




ASSIGNEE:

Ascent IP Holdings, LLC

By: 

Name: Merrie Pisano Wycoff
Title: Member

Exhibit A
Assigned Trademarks

Mark (Disclaimers, if any)	Reg. No. / App. No.	Status / Key Dates	Goods and Services	Owner
ZAP! 	Reg 4132675 App 85157197	Registered App 20-OCT-2010 Reg 24-APR-2012	INT. CL. 3 PREPARATIONS FOR RESTORING PORCELAIN, FIBERGLASS, TILE, GROUT, WOOD, PLASTIC LAMINATE, MARBLE, GRANITE, BRASS, COPPER, CHROME, CAST IRON POTS AND PANS, AND NON-METALLIC, RESIN BASED SURFACES	ZAP! HOLDINGS, LLC
ZAP! 	Reg 3145055 App 78713905	Renewed (Registered) App 15-SEP-2005 Reg 19-SEP-2006	INT. CL. 3 PREPARATIONS FOR RESTORING PORCELAIN, FIBERGLASS, TILE, GROUT	ZAP! HOLDINGS, LLC
ZAP! 	Reg 2029697 App 74696489	Renewed (Registered) App 21-JUN-1995 Reg 14-JAN-1997	INT. CL. 3 PREPARATIONS FOR RESTORING PORCELAIN, FIBERGLASS, TILE AND GROUT	ZAP! HOLDINGS, LLC
RESTORE 4	Reg 2139777 App 75186562	Renewed (Registered) App 07-OCT-1996 Reg 24-FEB-1998	INT. CL. 3 BATHROOM AND KITCHEN TILE CLEANING PREPARATIONS	ZAP! HOLDINGS, LLC
"DON'T REPLACE IT, RESTORE IT!"	Reg 2417821 App 75288286	Renewed (Registered) App 07-MAY-1997 Reg 02-JAN-2001	INT. CL. 3 CLEANING PREPARATIONS, NAMELY, BATHROOM AND KITCHEN TILE CLEANING PREPARATIONS	ZAP! HOLDINGS, LLC

Mark (Disclaimers, if any)	Reg. No. / App. No.	Status / Key Dates	Goods and Services	Owner
PROFESSIONAL RESTORER Disclaims: "RESTORER"	Reg 3944310 App 85124851	Registered Section 2(F) App 08-SEP-2010 Reg 12-APR-2011	INT. CL. 3 RESTORING PREPARATIONS FOR USE ON PORCELAIN, FIBERGLASS, TILE, GROUT, WOOD, METAL SURFACES, GLASS SURFACES, SYNTHETIC SURFACES, LINOLEUM, VINYL, CONCRETE, BRICK, STONE, COLORED GROUT, AND STAINLESS STEEL	ZAP! HOLDINGS, LLC
PROFESSIONAL RESTORER Disclaims: "RESTORER"	Reg 2657379 App 76325251	Renewed (Registered) Supplemental Register App 04-OCT-2001 Reg 03-DEC-2002	INT. CL. 3 RESTORING PREPARATIONS FOR USE ON PORCELAIN, FIBERGLASS, TILE, GROUT, WOOD, METAL SURFACES, GLASS SURFACES, SYNTHETIC SURFACES, LINOLEUM, VINYL, CONCRETE, BRICK, STONE, COLORED GROUT, AND STAINLESS STEEL	ZAP! HOLDINGS, LLC
RESTORE IT!	Reg 4035241 App 77268240	Registered App 30-AUG-2007 Reg 04-OCT-2011	INT. CL. 3 CLEANING PREPARATIONS, NAMELY, BATHROOM AND KITCHEN TILE CLEANING PREPARATIONS	ZAP! HOLDINGS, LLC
ZAP! RESTORE AMERICA!	Reg 4712687 App 85187020	Registered App 30-NOV-2010 Reg 31-MAR-2015	INT. CL. 37 PORCELAIN, FIBERGLASS, GROUT, TILE, WOOD, PLASTIC LAMINATE, MARBLE, GRANITE, STONE, BRASS, COPPER, CHROME AND NON-METALLIC, RESIN BASED SURFACE RESTORATION SERVICES	ZAP! HOLDINGS, LLC
RESTORE AMERICA	Reg 4688921 App 85187045	Registered App 30-NOV-2010 Reg 17-FEB-2015	INT. CL. 37 PORCELAIN, FIBERGLASS, GROUT, TILE, WOOD, PLASTIC LAMINATE, MARBLE, GRANITE, STONE, BRASS, COPPER, CHROME AND NON-METALLIC, RESIN	ZAP! HOLDINGS, LLC

Mark (Disclaimers, if any)	Reg. No. / App. No.	Status / Key Dates	Goods and Services	Owner
			BASED SURFACE RESTORATION SERVICES	
IT'S LIKE A REMODEL IN A BOTTLE	Reg 4621433 App 85292133	Registered App 11-APR- 2011 Reg 14-OCT- 2014	INT. CL. 3 CLEANING PREPARATIONS FOR ALL SURFACES	ZAP! HOLDINGS, LLC