## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM510544

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ELF Ventures, LLC		02/14/2019	Limited Liability Company: GEORGIA

### **RECEIVING PARTY DATA**

Name:	Patriot Growth Insurance Services, LLC	
Street Address:	1300 Virginia Drive	
Internal Address:	Suite 117	
City:	Ft. Washington	
State/Country:	PENNSYLVANIA	
Postal Code:	19034	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5519456	INTREPID
Registration Number:	4465725	INTREPID

### **CORRESPONDENCE DATA**

Fax Number: 3128622200

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.

Phone: 3128628738

Email: michelle.nowicki@kirkland.com

**Correspondent Name:** Michelle Nowicki Address Line 1: 300 N. LaSalle Kirkland & Ellis LLP Address Line 2:

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	21692-769
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	02/19/2019

**Total Attachments: 4** 

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### TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "<u>Assignment</u>") is made and entered into as of February 14, 2019 ("<u>Effective Date</u>") by and between ELF Ventures, LLC a Georgia limited liability company, with its principal office at #300, 400 Interstate N. Pkwy., Atlanta, GA 30339 ("<u>Assignor</u>"), and Patriot Growth Insurance Services, LLC, a Delaware limited liability company, with its principal office at 1300 Virginia Drive, Suite 117, Ft. Washington, PA 19034 ("<u>Assignee</u>").

**WHEREAS,** Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 5, 2018 (the "Agreement");

**WHEREAS,** pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on <u>Schedule A</u> attached hereto, together with the goodwill of the business associated therewith (collectively, the "<u>Marks</u>"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor shall take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

Assigner hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ELF VENTURES, LLC** 

PATRIOT GROWTH INSURANCE

SERVICES, LLC

By: Chrabath Frager

By: Matthew Gardner Its: President and CEO

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**IN WITNESS WHEREOF,** Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ELF VENTURES, LLC	PATRIOT GROWTH INSURANCE SERVICES, LLC
	Mushing John
By: Its:	By: Matthew Gardyer Its: President and CEO

# **SCHEDULE A**

# **U.S. TRADEMARK REGISTRATIONS**

Serial No./ Filing Date	Registration No./ Registration Date	Mark
87725137	5519456	INTREPID
12/18/2017	7/17/2018	
85948611	4465725	INTREPID & Design
6/3/2013	1/14/2014	Intrepid

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**RECORDED: 02/19/2019** 

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