

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM520359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LF, LLC		04/22/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Homewerks Worldwide, LLC		
Street Address:	55 Albrecht Drive		
City:	Lake Bluff		
State/Country:	ILLINOIS		
Postal Code:	60044		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3926325	AQUA VISTA	
Registration Number:	4601811	AQUA VISTA	
CORRESPONDENCE DATA			
Fax Number:	2129860604		
<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:	2128834900		
Email:	phipdocketing@cozen.com		
Correspondent Name:	Edward M. Weisz		
Address Line 1:	277 Park Avenue, 20th Floor		
Address Line 2:	Cozen O'Connor		
Address Line 4:	New York, NEW YORK 10172		
ATTORNEY DOCKET NUMBER:	380222.000		
NAME OF SUBMITTER:	Edward M. Weisz		
SIGNATURE:	/Edward M. Weisz/		
DATE SIGNED:	04/23/2019		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

WHEREAS, LF, LLC, organized and existing under the laws of the State of Delaware, with an address of P.O. Box 39, Mount Mourne, North Carolina 28123, (hereinafter referred to as “**ASSIGNOR**”), is the exclusive owner of certain rights, title and interest with respect to the trademarks listed in the attached Appendix A (the “**Marks**”).

WHEREAS, Homewerks Worldwide, LLC, organized and existing under the laws of the State of Delaware, with an address of 55 Albrecht Drive, Lake Bluff, Illinois 60044, (hereinafter referred to as “**ASSIGNEE**”), is desirous of acquiring from ASSIGNOR the rights in and to such Marks and the associated goodwill therein;

WHEREAS, pursuant to that certain Bill of Sale, dated April 22, 2019, by and between Assignor and Assignee, Assignor has agreed to assign and Assignee has agreed to assume the Marks along with the goodwill attributed thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby transfers and assigns unto ASSIGNEE all of its rights, title and interest in and to the Marks, including without limitation any registered or unregistered trademark, copyright, and other intellectual property rights, including any and all common law rights, together with the goodwill of the business appurtenant to and symbolized by said Marks and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer and assignment not been made. ASSIGNOR agrees to execute any further documents necessary to transfer ownership of the Marks to ASSIGNEE.

[Signatures on Following Page]

IN WITNESS WHEREOF, ASSIGNOR intending to be legally bound has caused this Assignment to be executed by a duly authorized officer, effective as of the 22 day of April, 2019.

ASSIGNOR:

LF, LLC

By: Scott Goode
Scott Goode (Apr 18, 2019)

Officer's Name: Scott Goode

Title: President

Accepted and agreed:

ASSIGNEE:

HOMEWERKS WORLDWIDE, LLC

By: Richard Wild
Richard Wild (Apr 18, 2019)

Officer's Name: Richard Wild

Title: Vice President

APPENDIX A

The Marks:

United States Trademark Registration No. 3,926,325 for AQUA VISTA

United States Trademark Registration No. 4,601,811 for AQUA VISTA

BILL OF SALE

This BILL OF SALE, dated as of April 22, 2019 (this "Bill of Sale"), is entered into by and between Homewerks Worldwide, LLC, a Delaware limited liability company (the "Purchaser") and LF, LLC, a Delaware limited liability company, (the "Seller"). The Purchaser and the Seller are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the Purchaser and the Seller entered into that certain Trademark Assignment dated as of the date hereof (the "Trademark Assignment").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Trademark Assignment, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Sale and Transfer of Purchased Assets. For Seven Thousand Five Hundred Dollars (\$7,500.00), the Seller hereby sells, assigns, transfers, conveys and delivers to the Purchaser, and the Purchaser hereby purchases, acquires and accepts from the Seller, all of the Seller's right, title and interest in or to the Marks listed in the Trademark Assignment, including all goodwill associated therewith or symbolized thereby.

2. Further Assurances. Seller shall take all actions, including executing, notarizing and delivering documents, that Purchaser may reasonably request to effect the terms of this Bill of Sale and to perfect Purchaser's title in and to the Marks.

3. Entire Agreement. This Bill of Sale, together with the Trademark Assignment, represent the entire understanding and agreement among the Parties with respect to the subject matter hereof.

4. Amendment and Waiver. This Bill of Sale can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Bill of Sale signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

5. Terms of the Trademark Assignment. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Trademark Assignment. This Bill of Sale is entered into pursuant to, and subject to all of the terms and conditions of, the Trademark Assignment. Nothing contained in this Bill of Sale shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of the Seller or the Purchaser contained in the Trademark Assignment.

6. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.

7. Binding Effect. This Bill of Sale is being executed by the Seller and the Purchaser and shall be binding upon and inure to the benefit of the Seller and the Purchaser, and their respective successors and assigns, for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof. Nothing in this Bill of Sale shall create or be deemed to create any third-party beneficiary rights in any Person or entity that is not a Party.

8. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together,

will be deemed to constitute one and the same agreement. Delivery of an executed counterpart to this Bill of Sale by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Bill of Sale.

Headings. The division of this Bill of Sale into Articles, Sections and other Subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Bill of Sale.

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be executed by their respective officers thereunto duly authorized, as of the date first written above.

SELLER

LF, LLC

By: *Scott Goode*
Scott Goode (Apr 14, 2023)
Name: Scott Goode
Title: President

PURCHASER

Homewerks Worldwide, LLC

By: *Richard Wild*
Richard Wild (Apr 14, 2023)
Name: Richard Wild
Title: Vice President

