

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526239

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THOUGHTS ARE THINGS IP, LLC		05/24/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ECOMAIDS LLC		
<b>Street Address:</b>	c/o CNL Strategic Capital, LLC		
<b>Internal Address:</b>	450 S. Orange Avenue		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3628296	ECOMAIDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	734-418-4212		
<b>Email:</b>	trademark@honigman.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek		
<b>Address Line 1:</b>	Honigman LLP		
<b>Address Line 2:</b>	39400 Woodward Avenue, Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304-5151		
<b>ATTORNEY DOCKET NUMBER:</b>	264161-446626		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>SIGNATURE:</b>	/angela alvarez sujek/		
<b>DATE SIGNED:</b>	06/04/2019		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is effective as of May 24, 2019, between Thoughts Are Things Franchising, LLC, a Delaware limited liability company, Thoughts Are Things IP, LLC, a Delaware limited liability company (collectively, "Assignors"), and Ecomaids LLC, a Delaware limited liability company ("Assignee"). Assignee and Assignors are referred to herein individually as a "Party" and collectively, as the "Parties". Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Purchase Agreement (as defined below).

### RECITALS

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), whereby Assignor has agreed to sell the Purchased Assets to Assignee and Assignee has agreed to acquire the Purchased Assets, on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, this Assignment is being delivered pursuant to the terms of the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignors under the Purchase Agreement, the receipt of which is hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Marks. On the terms and subject to the conditions set forth in the Purchase Agreement, Assignors hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignors' right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade dress, trade names that are used in connection with or included in the Purchased Assets (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, and any applications, registrations, renewals and extensions thereof for the Marks, including the Marks set forth on Exhibit A attached hereto, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. Domains. On the terms and subject to the conditions set forth in the Purchase Agreement, Assignors hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignors' right, title and interest in and under the Domains and registrations therefor identified on the attached Exhibit B (the "Domains"), and any and all related or similar Domains or variations thereof, along with all associated goodwill. Assignors shall perform all acts necessary to effect the re-registration of the Domains from Assignors to Assignee according to each applicable registrar's policy, and/or to timely cooperate in affecting any inter-registrar transfers as requested by Assignee. Assignors shall not permit any Domain to expire or lapse while re-registration of the Domains from Assignors to Assignee

is taking place, and agree to hold Assignee harmless from and pay all fees due to current registrars for the current registration terms in each case.

3. Rights. The foregoing assignments include all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, Assignors agree that they shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks or Domains, or assist any third party in any of the foregoing.

4. Further Assurances. Assignors will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure and perfect the rights and interests of Assignee in and to the Marks and Domains assigned herein.

5. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignors and their respective heirs, successors and permitted assigns. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by Assignors without the prior written consent of Assignee.

6. Conflict With Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Purchase Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. Facsimile Signatures. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

10. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignors, on the one hand, and Assignee, on the other hand.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

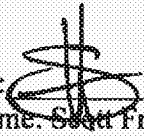
**ASSIGNORS:**

**THOUGHTS ARE THINGS  
FRANCHISING, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**ECOMAIDS LLC**

By:  \_\_\_\_\_  
Name: Scott Frith  
Title: Chairman

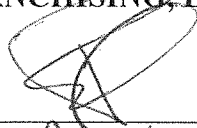
**THOUGHTS ARE THINGS IP, LLC**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

**ASSIGNORS:**

**THOUGHTS ARE THINGS  
FRANCHISING, LLC**


By:   
Name: Brian Lina  
Title: Member

**ASSIGNEE:**

**ECOMAIDS LLC**

By: \_\_\_\_\_  
Name: Scott Frith  
Title: Chairman

**THOUGHTS ARE THINGS IP, LLC**

By:   
Name: Brian Lina  
Title: Member

## EXHIBIT A

### Marks

#### Registered Marks:

<b>Country/Jurisdiction</b>	<b>Mark/Name /AN/RN</b>	<b>Status/Key Dates</b>	<b>Brief Goods/Services</b>	<b>Owner Information</b>
Canada	ECOMAIDS AN: 1604219	Canada Abandoned Last Status Received: Cancelled February 16, 2016 Filed: November 28, 2012	(Int'l Class: 3, 35, 37) Goods: (1) Cleaning products, namely, all-purpose cleaners, all-purpose disposable wipes impregnated with cleansing compounds, dishwashing detergents, toilet bowl detergents, glass cleaning preparations, bathroom cleaning preparations, hard surface cleaners, namely, cleaners for glass, walls, flooring, kitchen appliances, patio furniture, countertops, flooring,...	Thoughts Are Things IP, LLC 1000 South Avenue Suite 104 Staten Island, New York 10314, United States of America
United States (Federal)	ECOMAIDS RN: 3628296 SN: 77423056	Renewed May 26, 2019 Int'l Class: 35,37 First Use: April 1, 2008 Filed: March 15, 2008 Registered: May 26, 2009	(Int'l Class: 35) franchising, namely, offering technical assistance in the establishment and/or operation of residential and commercial cleaning services (Int'l Class: 37) maid services	Lincer, Brian (United States Citizen) C/O the Internicola Law Firm, PC 1000 South Avenue - Suite 104 Staten Island New York 10314

#### Common Law Marks:

- **Slogan:** "Your Home, Thoughtfully Clean."
- **Image:**

The logo for 'ecomaid's' is displayed in a stylized, lowercase font. The letters are white with a grey, textured background, giving it a three-dimensional or 'stamped' appearance. The apostrophe in 'maid's' is also present.

## **EXHIBIT B**

### **Domains**

1. 1800ecomaid.com
2. ecomaid.info
3. ecomaid.me
4. ecomaid.mobi
5. ecomaid.org
6. ecomaid.com
7. ecomaid.mobi
8. ecomaid.us
9. ecomaidfranchise.com
10. ecomaidonline.com
11. theecomaid.com
12. thoughtsarethingsfranchising.com
13. thoughtsrthings.com
14. thoughtsrthings.info