

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541101

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900514733

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tri-State Creations LLC		09/09/2019	Limited Liability Company: NEW JERSEY
Tri-State Creations Franchising LLC		09/09/2019	Limited Liability Company: PENNSYLVANIA
Joshua S. Schneider		09/09/2019	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Mid-Atlantic Remodeling LLC
Street Address:	705 Broadmoor Drive
City:	Blue Bell
State/Country:	PENNSYLVANIA
Postal Code:	19422
Entity Type:	Limited Liability Company: PENNSYLVANIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4666539	T TRI-STATE CREATIONS

CORRESPONDENCE DATA

Fax Number:

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.

Email: eddie@blumepartners.com

Correspondent Name: Edward Blume

Address Line 1: 166 E. Levering Mill Road

Address Line 4: Bala Cynwyd, PENNSYLVANIA 19004

NAME OF SUBMITTER:	Edward Blume
SIGNATURE:	/eblume/
DATE SIGNED:	09/17/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of September 9, 2019 ("Effective Date") by and among Tri-State Creations, LLC, a New Jersey limited liability company ("TSC"), Tri-State Creations Franchising, LLC, a Pennsylvania limited liability company ("TSCF"), Joshua S. Schneider, an individual residing in the Commonwealth of Pennsylvania ("Schneider" and together with TSC and TSCF, "Assignor") and Mid-Atlantic Remodeling, LLC, a Pennsylvania limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement effective as of August 20, 2019 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, any and all registered and unregistered Intellectual Property owned by Assignor that is used in connection with or otherwise relating to the Purchased Assets, including, but not limited to, (i) the trademark registrations and applications set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (the "Trademarks"), (ii) the patents and patent applications set forth on Schedule B attached hereto (the "Patents"), (iii) the domain names, email, phone, fax and social media names set forth on Schedule C attached hereto (the "Domain Names") (the Trademarks, Patents and Domain Names, collectively, the "Assigned Intellectual Property").

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 all right, title and interest in and to the Assigned Intellectual Property, for the United States and for all other countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other 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 Assigned Intellectual Property, 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 hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks and Patents.

Assignor shall take all reasonable actions and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for

renewal of a registration, relating to any of the trademark rights assigned herein; (ii) the preparation and prosecution of any applications covering the inventions assigned herein; (iii) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceeding that may arise in connection with any of the rights assigned herein; (iv) obtaining any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United State or in any foreign country; (v) effectuating the transfer of the Domain Names with the registrar of the Domain Names, and distributing copies of the completed and receipted registrar transfer documents to the parties to this Assignment; and (vi) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

All capitalized terms not defined herein shall have the meaning assigned to them in the Purchase Agreement.

This Assignment will be binding upon and inure to the benefit of the parties to this Assignment and their respective successors, assigns, heirs and personal representatives.

This Assignment shall be governed by and construed solely in accordance with the laws of the Commonwealth of Pennsylvania, excluding its choice of law rules. Each party hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania or the applicable Pennsylvania courts located in Montgomery County, Pennsylvania.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature pages by electronic transmission such as via .PDF shall be considered an original delivery thereof.

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

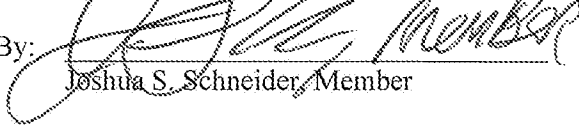
ASSIGNEE:

Mid-Atlantic Remodeling, LLC

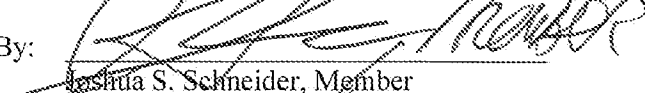
By: 
John Deluca, Member

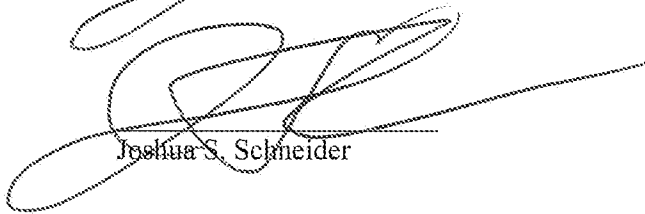
ASSIGNOR:

Tri-State Creations, LLC

By: 
Joshua S. Schneider, Member


Tri-State Creations Franchising, LLC

By: 
Joshua S. Schneider, Member


Joshua S. Schneider

SCHEDULE A

Trademark Registrations and Applications

Owner	Trademark	Country	Registration Number	Registration Date	Status
Tri - State Creations, LLC *	Design Plus Words – T Tri-State Creations 	United States	4666539	January 6, 2015	Live

* The home state of Owner was misstated on the original trademark application as *Pennsylvania* (when in fact Owner was formed in *New Jersey*). A corrective document was filed with the United States Patent & Trademark Office on or about September 22, 2019.

SCHEDULE B

Patents and Patent Applications

None

SCHEDULE C

DOMAIN NAMES, EMAIL, PHONE, FAX, SOCIAL MEDIA

<http://www.tristatecreations.com/>

Phone: 888-990-8886

Fax: 610-629-0645

Email: TriStateContacts@gmail.com

<https://www.facebook.com/TriStateCreations>