

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM544173

<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>
Infinity by Powerhouse, LLC		10/07/2019	Limited Liability Company: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Powerhouse Retail Services, LLC		
<b>Street Address:</b>	812 South Crowley Road		
<b>Internal Address:</b>	Suite A		
<b>City:</b>	Crowley		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76036		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4174411	INFINITY BY POWERHOUSE	
<b>Registration Number:</b>	4174398	INFINITY BY POWERHOUSE	
<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>	212-728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Matthew Makover		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	126505/2 AT		
<b>NAME OF SUBMITTER:</b>	Aislinn Toohey		
<b>SIGNATURE:</b>	/Aislinn Toohey/		
<b>DATE SIGNED:</b>	10/07/2019		
<b>Total Attachments: 5</b>			
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## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement ("Trademark Assignment Agreement") is made and entered into as of October 7, 2019 by and between Powerhouse Retail Services, LLC, a Texas limited liability company (the "Assignee"), and Infinity by Powerhouse, LLC, an Iowa limited liability company ("Assignor"). Assignee and Assignor are collectively referred to as the "Parties".

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and applications and registrations therefor set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (the "Trademarks");

WHEREAS, pursuant to that certain Bill of Sale, Assignment and Assumption Agreement, dated as of October 7, 2019, by and between Assignee and Assignor (the "Bill of Sale"), Assignor agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer all of Assignor's right, title, and interest in and to the Trademarks to Assignee, and Assignee desires to receive all right, title, and interest in and to the Trademarks; and

WHEREAS, on April 4, 2019 a purported assignment of the Trademarks from Powerhouse Partners, LLC, an Iowa limited liability company ("Powerhouse Iowa"), to Assignee, was recorded at Reel 6617, Frame 0533 (the "April Assignment");

WHEREAS, the April Assignment was filed in error and is void as Powerhouse Iowa did not own the Trademarks at the time of the assignment, and, in any event, Powerhouse Iowa itself was no longer in existence when it purported to assign such Trademarks as it was merged into Assignee on December 12, 2015.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the Bill of Sale.

2. Assignment. Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor's right, title, and interest in and to the Trademarks. Assignor further consents to recordation of this Trademark Assignment Agreement by Assignee, including with the United States Patent and Trademark Office or successor offices.

3. Further Assurances. Assignor agrees to execute, at any time and from time to time upon the request and expense of Assignee, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Trademark Assignment Agreement in and to the Trademarks, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or successor offices.

4. Governing Law. This Trademark Assignment Agreement shall be construed in accordance with the domestic Laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of any jurisdiction other than the State of Texas.

5. No Conflict. Nothing in this Trademark Assignment Agreement shall alter any liability or obligation of the parties hereto arising under the Bill of Sale. In the event of a conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Bill of Sale, the terms and conditions of the Bill of Sale shall govern. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Trademarks except as specifically set forth in the Bill of Sale.

6. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.


7. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

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

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

Powerhouse Retail Services, LLC

By:   
Name: Michael Murphy  
Title: Principal

Infinity by Powerhouse, LLC

By: \_\_\_\_\_  
Name: Michael P. Murphy  
Title: Manager

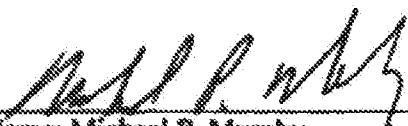
[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

Powerhouse Retail Services, LLC

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

Infinitely by Powerhouse, LLC

By:  \_\_\_\_\_  
Name: Michael P. Murphy  
Title: Manager

[Signature Page to Trademark Assignment]

## **SCHEDULE A**

### **TRADEMARKS**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Registration Date</b>
INFINITY BY POWERHOUSE and Design	US	4174411	17-JUL-2012
INFINITY BY POWERHOUSE	US	4174398	17-JUL-2012