

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALF Operating Partners LP		10/31/2019	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	BrandFX, LLC		
Street Address:	2800 Golden Triangle Blvd.		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76177		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73562843	GLASSTITE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	willcannon@parkerpoe.com		
Correspondent Name:	William B. Cannon		
Address Line 1:	301 Fayetteville St., Suite 1400		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	23608-00029		
NAME OF SUBMITTER:	William B. Cannon		
SIGNATURE:	/William B. Cannon/		
DATE SIGNED:	11/01/2019		
Total Attachments: 4			
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source=535_ALF to FX fully signed#page2.tif			
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Trademark Assignment Agreement

ALF Operating Partners LP (“Assignor”) and BrandFX, LLC, a Delaware limited liability company located at 2800 Golden Triangle Blvd., Fort Worth, TX 76177 (“Assignee”), enter into this Trademark Assignment Agreement (“Agreement”) as of October 31, 2019 (“Effective Date”).

WHEREAS, Assignor owns all right, title, and interest in and to the Assigned Trademark (as defined below);

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor’s right, title, and interest in and to the Assigned Trademark, all goodwill associated therewith and symbolized thereby, and all its rights appurtenant thereto;

WHEREAS, the parties have agreed to execute and deliver this Agreement for recording with the United States Patent & Trademark Office and corresponding entities or agencies in any applicable jurisdiction.

NOW, THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following, together with the goodwill of the business connected with the use of, and symbolized by:

(a) the trademark registration set forth on Exhibit A attached hereto and all extensions and renewals thereof (the “Assigned Trademark”);

(b) all rights of any kind whatsoever of Assignor accruing under the Assigned Trademark provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Trademark; and

(d) any and all claims and causes of action with respect to the Assigned Trademark, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Further Assurances.** Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignor or Assignee. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents which Assignee may request in order to transfer Assignor’s rights, title, and interest in and to the Assigned Trademark and the rights appurtenant thereto to Assignee, its successors, or assigns.

3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. **Governing Law.** This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of, or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, the parties execute this Agreement by signature of their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

ALF Operating Partners LP

Signature: _____

Printed Name: _____

Title: _____

ASSIGNEE:

BrandFX, LLC

Signature: _____

Printed Name: _____

Title: _____

3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. **Governing Law.** This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of, or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, the parties execute this Agreement by signature of their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

ALF Operating Partners LP

Signature: _____

Printed Name: _____

Title: _____

ASSIGNEE:

BrandFX, LLC

Signature:  _____

Printed Name: James M. Deiss

Title: COO

Exhibit A

Trademark	Serial Number	Registration Number
GLASSTITE	73562843	1391535