

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM559400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Scale Company		01/23/2020	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	LinenMaster, LLC		
Street Address:	606 W. 57th St., Apt. 3402		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5262790	LAUNDRY-TRAK	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	67354-194770		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/matthew j .himich/		
DATE SIGNED:	01/29/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

WHEREAS, Phoenix Scale Company, an Arizona corporation having its principal office and place of business at 4904 S. Power Road, Suite 103-110, Mesa, Arizona 85212 ("Seller"), owns the trademark registration identified in Schedule 1 of this Trademark Assignment (the "Trademark"); and

WHEREAS, LinenMaster, LLC, a Delaware limited liability company having its principal office and place of business at 606 W. 57th St. Apt. 3402, New York, New York 10019 ("Buyer"), is desirous of securing all of Seller's right, title and interest in and to the Trademark, and the goodwill of Seller's business associated therewith.

NOW THEREFORE, in consideration of the covenants and obligations set forth in that certain letter agreement dated as of June 17, 2019, by and among Seller and Buyer, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Seller hereby assigns to Buyer its entire right, title and interest in and to the Trademark, together with the goodwill of Seller's business associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had no assignment of said Trademark been made.

2. Seller hereby consents to the recordation of this Trademark Assignment in any applicable jurisdiction and before appropriate trademark offices. Seller shall, upon the request and at the expense of Buyer, execute any further documents reasonably required by Buyer to secure and enforce the rights granted to Buyer under this Trademark Assignment.

3. This Trademark Assignment is binding on Seller, its successors and assigns, and will inure to the benefit of Buyer, its successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, I have hereunto set my hand the 23rd day of January, 2020

PHOENIX SCALE COMPANY

By: Bruce H. Bettis
Name: Bruce H. Bettis
Title: President

IN WITNESS WHEREOF, I have hereunto set my hand the 28 day of January, 2020

LINENMASTER, LLC

By: [Signature]
Name: Ryan Smith
Title: Manager

Signature Page to Trademark Assignment

SCHEDULE 1

<u>Trademark</u>	<u>Country</u>	<u>Application</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
LAUNDRY-TRAK	United States	87268426	12/14/16	5262790	8/8/2017