

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM573718

<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>
Factory Management, LLC		12/19/2019	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Boing US Holdco, Inc.		
<b>Street Address:</b>	6300 S. Syracuse Way		
<b>Internal Address:</b>	Suite 290		
<b>City:</b>	Centennial		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5378082	THE WASH FACTORY DRIVEWAY SHINE IN 5 MIN	
<b>Registration Number:</b>	5865836	THE WASH FACTORY	
<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>	2129868282		
<b>Email:</b>	sschleif@promolaw.com		
<b>Correspondent Name:</b>	Scott A Schleifstein		
<b>Address Line 1:</b>	79 MADISON AVE		
<b>Address Line 2:</b>	3rd Floor		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Scott A. Schleifstein		
<b>SIGNATURE:</b>	/scott.a.schleifstein/		
<b>DATE SIGNED:</b>	04/27/2020		
<b>Total Attachments: 2</b>			
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## SHORT FORM TRADEMARK ASSIGNMENT

This Short Form Trademark Assignment Agreement ("Short Form Trademark Assignment") is executed in connection with and is part of and subject to the Asset Purchase Agreement between Factory Management, LLC, having an address of 525 S. Loop 288, Suite 105, Denton, TX 76205 ("Assignor"), and Boing US Holdco, Inc., having an address of 6300 S. Syracuse Way, Suite 290, Centennial, CO, 80111 ("Assignee") which was executed on December 19, 2019.

Assignor owns certain rights, title and interest in and to the following trademarks:

(a) U.S. Federal Trademark Registration No. 5,378,082 THE WASH FACTORY DRIVEWAY SHINE IN 5 MINUTES TIME! (and design);

(b) U.S. Federal Trademark Registration No. 5,865,836 THE WASH FACTORY.

(collectively, the "Trademarks")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns, transfers and sets over unto Assignee, Assignor's entire right, title and interest in and to Trademarks, all goodwill appurtenant thereto, the right to obtain and own any applications/registrations for Trademarks and the right to sue for and collect damages or seek other relief with respect to any past, present or future infringement of Trademarks (collectively, the "Assigned Rights").

The Assigned Rights include without limitation, the right to take all action to maintain either of the aforementioned registrations in full force and effect, including the filing of statements of use and continuing use, to file for new or subsequent applications on the same or other goods and services in the United States and/or in any individual State or Territory thereof in which Assignee desires to record the Assigned Rights or to renew the aforementioned registrations.

Assignor represents and warrants that it is the sole owner of the Assigned Rights and that it has all necessary rights and authority to transfer the Assigned Rights to Assignee, and that, to the best of Assignor's knowledge, Assignee will receive the Assigned Rights free and clear of any liens, claims or encumbrances of any kind.

Assignee hereby accepts the transfer and assignment of the Assigned Rights.

Assignor and Assignee each agree to execute and deliver, from time to time upon the request of the other party, such further reasonable instruments or documents as may be necessary or appropriate to carry out the provisions contained herein, and to take such other reasonable action as the other party may reasonably request to effectuate the purposes of this Short Form Trademark Assignment.

In the event of any conflict between the instant Short Form Trademark Assignment and Asset Purchase Agreement, the Asset Purchase Agreement shall prevail, govern and control in all respects.

This Short Form Trademark Assignment may be signed in multiple counterparts, each of which will be considered an original. Taken together, the various counterparts will constitute one and the same instrument.

Factory Management, LLC as ASSIGNOR

By:   
Authorized Signature

Name: Brad Mann

Title: President

Boing US Holdco, Inc. as ASSIGNEE

By:   
Authorized Signature

Name: Sean Saccometton

Title: Vice President