

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motor City Carpet & Floor Covering, Inc.		06/01/2020	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	CCA Global Partners, Inc.		
Street Address:	4301 Earth City Expressway		
City:	Earth City		
State/Country:	MISSOURI		
Postal Code:	63045		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5793507	LET US FLOOR YOU!	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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:	913-647-9050		
Email:	tmdocketing.herman@hoveywilliams.com		
Correspondent Name:	Joan O. Herman / HOVEY WILLIAMS LLP		
Address Line 1:	10801 Mastin Blvd.		
Address Line 2:	Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	53932; 6416.00325		
NAME OF SUBMITTER:	Joan Optican Herman		
SIGNATURE:	/Joan Optican Herman/		
DATE SIGNED:	06/04/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment and License Agreement ("Agreement") is made and entered into this 1 day of June, 2020 ("Effective Date") by and between Motor City Carpet & Floor Covering, Inc., a Michigan corporation having an address of 23957 Ryan Road, Warren, Michigan 48091 ("Motor City"), and CCA Global Partners, Inc., a Delaware corporation having an address of 4301 Earth City Expressway, Earth City, Missouri 63045 ("CCA Global").

WHEREAS, Motor City has adopted, used and is the owner of the trademark LET US FLOOR YOU for use in connection with *retail and wholesale store services and distributorship services featuring flooring products; providing a mobile showroom for the goods of others in the field of flooring; mobile retail store services featuring flooring; on-line wholesale and retail store services featuring flooring; providing showrooms for the goods of others in the field of flooring and related building materials and accessories; advertising, marketing and promotional services*, and is the owner of U.S. Trademark Registration No. 5793507, issued on July 2, 2019, covering the trademark for these services (the "Mark"), which Mark has been in continuous use since at least as early as October 15, 2016;

WHEREAS, CCA Global desires to acquire from Motor City all of Motor City's right, title, and interest in and to the Mark, any registrations therefor, and all goodwill relating thereto; and

WHEREAS, Motor City desires to assign to CCA Global all of Motor City's right, title, and interest in and to the Mark, any registrations therefor, and all goodwill relating thereto; and

WHEREAS, Motor City further wishes to obtain a license to the Mark from CCA Global for the services recited above; and

WHEREAS, CCA Global is willing to grant Motor City a license to use the Mark pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, Motor City and CCA Global hereby agree as follows:

- Assignment of the Mark to Motor City: Motor City hereby sells, assigns, transfers and conveys to CCA Global, and CCA Global hereby purchases and accepts from Motor City, all of Motor City's right, title, and interest in and to the Mark, and all registrations for the Mark (including U.S. Registration No. 5793507), together with all of the goodwill of the business associated with or symbolized by the Mark, including but not limited to the right to sue for and collect on all claims for damages by reason of past, present and future infringement of the Mark.
- Purchase Price: In consideration for the Assignment, CCA Global shall pay Motor City the sum of ten thousand dollars (\$10,000), which payment shall be made within thirty (30) days after the Effective Date hereof.
- Grant of License: CCA Global hereby grants to Motor City, and Motor City hereby accepts from CCA Global, a nonexclusive, nontransferable, royalty-free license to use the Mark in connection with *retail and wholesale store services and distributorship services featuring flooring products; providing a mobile showroom for the goods of others in the field of flooring; mobile retail store services featuring flooring; on-line wholesale and retail store services featuring flooring; providing showrooms for the goods of others in the field of flooring and related building materials and accessories*, subject to the restrictions set forth in this Agreement.

4. Term of License: The term of this License shall be fifteen (15) years, beginning on the Effective Date hereof, and is non-renewable. CCA Global may terminate the License, upon thirty (30) days prior written notice to Motor City, in the event that a) Motor City breaches any term of this Agreement, or b) the Mark is not used by Motor City in connection with any of the services listed above for a continuous period of twelve (12) months.

5. Ownership of Mark: Motor City hereby acknowledges CCA Global's exclusive right, title, and interest in and to the Mark, and that all uses of the Mark by Motor City shall inure solely to the benefit of and be on behalf of CCA Global. Motor City agrees that nothing in this Agreement shall give Motor City any right, title, or interest in the Mark, other than the right to use the Mark in accordance with the terms of this Agreement. Motor City agrees that it will do nothing inconsistent with CCA Global's ownership of the Mark, and that it will not challenge the validity, enforceability, ownership, scope or effectiveness of CCA Global's rights with respect to the Mark, or otherwise interfere with CCA Global's use of the Mark.

6. Quality Standards and Quality Control: At all times during the term of this License, Motor City acknowledges and agrees that the nature and quality of services rendered and/or provided by Motor City in connection with the Mark, and all related advertising, promotional literature, social media and other related uses of the Mark by Motor City, shall conform to CCA Global's standards. CCA Global acknowledges and agrees that the services currently provided by Motor City under the Mark are of acceptable quality and condition. CCA Global retains the right to specify, from time to time, the format in which Motor City shall use and display the Mark, and Motor City shall only use or display the Mark in a format approved by CCA Global. Motor City agrees to cooperate with CCA Global in facilitating CCA Global's quality control of the nature and quality of the services associated with its use of the Mark. Motor City shall provide CCA Global with assurances, inspection rights, and approval rights, including, at reasonable times, CCA Global's right to inspect, test and/or examine Motor City's facilities and the services being provided under the Mark, to ensure compliance with the quality standards set out in this Agreement.

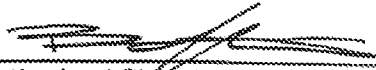
7. Entire Agreement: This Agreement contains the entire understanding of the parties with respect to the subject matter set forth herein, superseding all prior and contemporaneous promises, agreements and understandings, whether written or oral, pertaining thereto. This Agreement may not be altered, amended, or modified, except in writing signed by both parties.

8. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. For purposes of execution, facsimile signatures and signature pages sent through electronic mail shall be considered effective and binding.


9. Further Assurances: Each party hereto agrees to execute all such further documents and instruments, and to do all such further things, as any other party may reasonably request in order to give effect to and to consummate the transactions contemplated herein.

IN WITNESS WHEREOF, Motor City and CCA Global have caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

MOTOR CITY CARPET & FLOOR COVERING, INC.


Authorized Signatory
Name: Behrooz (Bruce) Rostam
Title: President

CCA GLOBAL PARTNERS, INC.


Authorized Signatory
Name: Bevin RJ Andrews
Title: SVP Marketing