

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Urban Forestry, Inc.		05/29/2020	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	New Urban Forestry Acquisition, LLC		
Street Address:	c/o Warren Equity Partners		
Internal Address:	1030 2nd Street S., Suite 201		
City:	Jacksonville Beach		
State/Country:	FLORIDA		
Postal Code:	32250		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5564972	NEW URBAN FORESTRY	
Registration Number:	5564985	LIFE IS BETTER WITH TREES TREES ARE BETT	
Registration Number:	5554955	NUF	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	ip@akerman.com		
Correspondent Name:	AKERMAN LLP		
Address Line 1:	777 SOUTH FLAGLER DRIVE		
Address Line 2:	WEST TOWER, SUITE 1100		
Address Line 4:	WEST PALM BEACH, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	Gunnison/0372125		
NAME OF SUBMITTER:	Jerrod Bevan		
SIGNATURE:	/Jerrod Bevan/		
DATE SIGNED:	07/01/2020		
Total Attachments: 5			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated as of May 29, 2020, by and between New Urban Forestry Acquisition, LLC, a Georgia limited liability company (“Assignee”), and New Urban Forestry, Inc., a Georgia corporation (“Assignor”). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee and certain other parties are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”);

WHEREAS, pursuant to and subject to the terms of the Purchase Agreement and that certain Bill of Sale, Assignment and Assumption dated as of the date hereof (the “Assignment Agreement”), at the Closing (i) Assignor will sell, assign, transfer, convey and deliver to Assignee, all right title and interest in, to and under all of the Purchased Assets and (ii) Assignee will assume the Assumed Liabilities; and

WHEREAS, in connection with the Closing of the Purchase Agreement and the Assignment Agreement, Assignor has agreed to enter into, execute and deliver this IP Assignment conveying, transferring, and assigning all Intellectual Property included in the Purchased Assets (the “Intellectual Property Assets”) to Assignee.

NOW, THEREFORE, in exchange for the consideration stated in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Assigned IP. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of the Assignors’ right, title, and interest in and to the following (collectively, the “Assigned IP”):

(a) all Intellectual Property Assets, including the intellectual property listed on Schedule A hereto;

(b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon

Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This IP Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction other than the State of Delaware.

5. Binding on Successors. This IP Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.


6. Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one instrument. Any signatures to this IP Assignment obtained via facsimile, photocopy, or portable document format (".pdf") shall be deemed original signatures in all cases.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

NEW URBAN FORESTRY, INC.

By: 
Name: Shawn Doonan
Title: President

ASSIGNEE:

**NEW URBAN FORESTRY
ACQUISITION, LLC**

By: Gunnison Acquisition, LLC, its sole
member

By: _____
Name: Steven Wacaster
Title: President

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

NEW URBAN FORESTRY, INC.

By: _____

Name: Shawn Doonan

Title: President

ASSIGNEE:

**NEW URBAN FORESTRY
ACQUISITION, LLC**

By: Gunnison Acquisition, LLC, its sole
member

By:  _____

Name: Steven Wacaster

Title: President

SCHEDULE A

Registration Number	Serial Number	Word or Design Mark
5564972	87773827	New Urban Forestry
5564985	87774010	Life is Better with Trees; Trees are Better with Us
5554955	87773930	NUF

Website Domain: www.newurbanforestry.com

[Exhibit A to IP Assignment]