# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM588180

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
David M. Lewis Company, LLC			Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	APFS, LLC	
Street Address:	125 S. Wacker Dr., 27th Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5118032	KRANZ & ASSOCIATES HELPING COMPANIES BUI

## CORRESPONDENCE DATA

Fax Number: 3129206596

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.

Phone: 3127508937

trademarks@mcguirewoods.com, jhowell2@mcguirewoods.com Email:

Christopher J. Verstrate **Correspondent Name:** Address Line 1: 77 West Wacker Drive

Address Line 2: **Suite 4100** 

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Christopher J. Verstrate	
SIGNATURE:	/cjv/	
DATE SIGNED:	07/23/2020	

#### **Total Attachments: 4**

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> **TRADEMARK** REEL: 007006 FRAME: 0584

#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of July 23, 2020, is made by and between David M. Lewis Company, L.L.C, a Delaware limited liability company ("Assignor"), and APFS, L.L.C, a Delaware limited liability company ("Assignee").

NOW THEREFORE, the parties hereby agree as follows:

- Assignment. 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 assumes, all of Assignor's right, title and interest in and to (i) the trademarks, trade names and all other related logos, graphics and variations of any of the foregoing, including without limitation those trademark applications and registrations identified and set forth on <a href="Schedule 1">Schedule 1</a> attached hereto, and all common law rights associated with the foregoing, and (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the "Assigned Trademark Rights"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by the Purchase Agreement and this Assignment.
- 3. <u>Successors and Assigns.</u> This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 4. <u>Third Party Beneficiaries</u>. Nothing in this Trademark Assignment is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Trademark Assignment or any transaction contemplated by this Trademark Assignment.

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- 5. <u>Governing Law</u>. This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Illinois, without regard to conflicts of law doctrines.
- 7. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[signatures contained on following page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

## ASSIGNOR:

David M. Lewis Company, LLC a Delaware limited liability company

Name: Thomas Moran

Title: CEO

ASSIGNEE:

APFS, LLC

a Delaware limited liability company

Name: Thomas Moran

Title: CEO

# Schedule 1

# Trademarks:

Trademark	Serial No.	Reg. No.	Owner
KRANZ & ASSOCIATES	87018364	5118032	David M. Lewis Company, LLC

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**RECORDED: 07/23/2020**