

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cabinet Essentials Group, LLC		09/30/2020	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	ShelfGenie Franchise Systems, LLC		
Street Address:	1010 N. University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	90148535	CG	
Serial Number:	90148540	CG CLOSETGENIE POWERED BY SHELFGENIE	
Serial Number:	90145432	CLOSETGENIE	
Registration Number:	4823802	EVERYTHING WITHIN REACH	
Registration Number:	4312756	SHELFGENIE DESIGNED TO TRANSFORM	
Registration Number:	4312757	SHELFGENIE DESIGNED TO TRANSFORM	
Registration Number:	4537493	SHELFGENIE	
Registration Number:	4787239	SHELFGENIE EVERYTHING WITHIN REACH	
Registration Number:	3546185	SHELFGENIE	
Registration Number:	3546283	SHELFGEN E	
CORRESPONDENCE DATA			
Fax Number:	3367342656		
<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:	336-607-7482		
Email:	tadmin@kilpatricktownsend.com		
Correspondent Name:	William M. Bryner		
Address Line 1:	1001 West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101-2400		

OP \$265.00 90148535

NAME OF SUBMITTER:	Lauren S. Ralls
SIGNATURE:	/Lauren S. Ralls/
DATE SIGNED:	10/15/2020
Total Attachments: 4 source=Trademark Assignment (CEG to SGFS) (Executed)_71105321(1)-c#page1.tif source=Trademark Assignment (CEG to SGFS) (Executed)_71105321(1)-c#page2.tif source=Trademark Assignment (CEG to SGFS) (Executed)_71105321(1)-c#page3.tif source=Trademark Assignment (CEG to SGFS) (Executed)_71105321(1)-c#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of September 30, 2020 (the "Effective Date"), by Cabinet Essentials Group, LLC, a Georgia limited liability company ("CEG") and ShelfGenie Franchise Systems, LLC, a Georgia limited liability company ("ShelfGenie"). The parties are entering into this Assignment to evidence the transfer of those trademarks listed in Exhibit A hereto (the "Trademarks") from CEG to ShelfGenie. In consideration of the covenants, promises and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. CEG hereby irrevocably transfers, assigns, conveys and delivers to ShelfGenie, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Trademarks, free and clear of any Liens (other than Permitted Exceptions), but including, without limitation, all associated goodwill, all applications, renewals, registrations, substitutions, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement of any of the Trademarks. CEG does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America or equivalent authority elsewhere in the world to record this Assignment.

Section 2. Assistance. From time to time, as and when requested by ShelfGenie, CEG shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take all other actions as ShelfGenie may reasonably request to consummate the transactions contemplated by this Assignment. Further, at ShelfGenie's expense, CEG and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and perform all lawful acts reasonably necessary and proper to vest title to the Trademarks in ShelfGenie and to aid ShelfGenie, its successors, assigns and legal representatives to obtain and enforce proper protection for the Trademarks.

Section 3. Counterparts. This Assignment may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The parties intend to treat as an original any document signed in connection with the transactions contemplated by this Assignment, including any counterpart to this Assignment or any related document that is delivered by electronic transmission, including by facsimile, PDF, photo static copy, or otherwise.

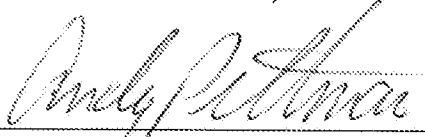
Section 5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State, without reference to such State's or any other state's or jurisdiction's principles of conflict of laws.

Section 6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

* * * * *

IN WITNESS WHEREOF, CEG and ShelfGenie have executed this Assignment as of the Effective Date.

CABINET ESSENTIALS GROUP, LLC

By: 
Name: Andy Pittman
Title: Chief Executive Officer

SHELFGENIE FRANCHISE SYSTEMS, LLC

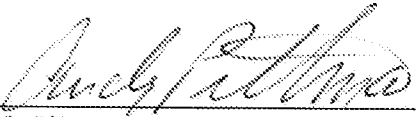

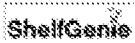
By: 
Name: Andy Pittman
Title: Chief Executive Officer

Exhibit A

Trademarks

Mark	Jurisdiction	Status	App. No. Filing Date	Reg. No. Reg. Date
CG & Design	USA	Pending	90148535 Aug 31, 2020	
CG CLOSETGENIE POWERED BY SHELFGENIE & Design	USA	Pending	90148540 Aug 31, 2020	
CLOSETGENIE	USA	Pending	90145432 Aug 28, 2020	
EVERYTHING WITHIN REACH	USA	Registered	86434014 Oct 24, 2014	4823802 Sep 29, 2015
SHELF GENIE DESIGNED TO TRANSFORM & Design	USA	Registered	85697476 Aug 7, 2012	4312756 Apr 2, 2013
SHELF GENIE DESIGNED TO TRANSFORM & Design	USA	Registered	85697478 Aug 7, 2012	4312757 Apr 2, 2013
SHELFGENIE	USA	Registered	86093086 Oct 16, 2013	4537493 May 27, 2014
SHELFGENIE EVERYTHING WITHIN REACH	USA	Registered	86334407 Jul 11, 2014	4787239 Aug 4, 2015
SHELFGENIE	USA	Registered	77388393 Feb 5, 2008	3546185 Dec 16, 2008
	Virginia	Registered		VA 8891 May 13, 2008
SHELFGENIE and Design	Illinois	Registered		IL 099084 May 29, 2008
	United States of America	Cancelled	77430595 March 25, 2008	3546283 December 16, 2008
SHELFGENIE (services)	Canada	Registered	1579351 May 28, 2012	TMA871540 Feb 18, 2014
SHELFGENIE DESIGNED TO TRANSFORM & DESIGN (services)	Canada	Registered	1579432 May 28, 2012	TMA860375 Sep 17, 2013
SHELFGENIE EVERYTHING WITHIN REACH	Canada	Registered	1685071 Jul 14, 2014	TMA923925 Dec 17, 2015
SHELFGENIE	Australia	Registered	(IR1153866) Feb 7, 2013	1153866 (National: 1550905) Apr 13, 2015
SHELFGENIE	International Bureau (WIPO)	Registered	1153866 Jul 2, 2013	1153866 Jul 2, 2013
EVERYTHING WITHIN REACH	Canada	Registered	1685056 Jul 14, 2014	TMA923920 Dec 17, 2015
EVERYTHING WITHIN REACH	Canada	Registered	1685066	TMA923926

Mark	Jurisdiction	Status	App. No. Filing Date	Reg. No. Reg. Date
			Jul 14, 2014	Dec 17, 2015