

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Turnkey People LLC		10/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ZRG Holding Company, LLC		
Street Address:	365 West Passaic Street, Suite 465		
City:	Rochelle Park		
State/Country:	NEW JERSEY		
Postal Code:	07662		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3764342	TURNKEY SEARCH	
CORRESPONDENCE DATA			
Fax Number:	2032263801		
<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:	203-291-8224		
Email:	im@bertralaw.com		
Correspondent Name:	Matthew J. Heiser, Esq.		
Address Line 1:	8 Wright Street		
Address Line 4:	Westport, CONNECTICUT 06880		
NAME OF SUBMITTER:	Matthew J. Heiser		
SIGNATURE:	/Matthew J. Heiser/		
DATE SIGNED:	10/30/2020		
Total Attachments: 5			
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OP \$40.00 3764342

TURNKEY PEOPLE LLC

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of the 30th day of October, 2020 (the "Effective Date"), is made by and between TURNKEY PEOPLE LLC., a Delaware limited liability company ("Seller"), and ZRG HOLDING COMPANY, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller is the owner of, and desires to assign to Buyer, all right, title and interest in and to: (i) any and all trademarks, service marks and intellectual property rights, including rights of priority, and all U.S. registrations for the marks/names identified on Exhibit A attached hereto (the "Intellectual Property"); and (ii) any and all goodwill of the business associated with the Intellectual Property; and

WHEREAS, Buyer desires to acquire the Intellectual Property and any and all goodwill of the business associated therewith from Seller, subject to the terms and conditions of this Assignment;

WHEREAS, Seller and Buyer desire to confirm of record the assignment of the Intellectual Property and goodwill to Buyer; and

WHEREAS, this Assignment is being entered into in connection with and as a condition to the closing of the transactions contemplated by that certain Asset Acquisition Agreement dated as of the date hereof, among Buyer, Seller, Turnkey Sports, L.L.C. and Len Perna (the "Asset Acquisition Agreement").

NOW, THEREFORE, in consideration of the Consideration (as defined in the Asset Acquisition Agreement) paid to Seller pursuant to the Asset Acquisition Agreement and the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Seller hereby assigns to Buyer all right, title and interest in and to the Intellectual Property, together with: (i) the goodwill symbolized by the Intellectual Property; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Intellectual Property; and (iii) any royalties or other consideration owed to Seller in connection with use of the Intellectual Property from and after the Effective Date.

2. Seller agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Buyer may from time to time reasonably request to effect fully this Assignment and to permit Buyer to be duly recorded as the registered owner of the Intellectual Property, the goodwill and all other rights hereby conveyed.

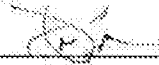
3. Buyer hereby accepts the assignment of the Intellectual Property and the associated goodwill.

4. This Assignment may be executed in one or more counterparts (including by facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

TURNKEY PEOPLE LLC

By: 

Len Parna
Chief Executive Officer

ZRG HOLDING COMPANY, LLC

By: _____
Larry E. Hartmann
Manager

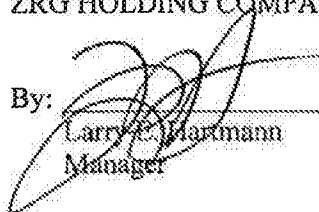
[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

TURNKEY PEOPLE LLC

By: _____
Len Parna
Chief Executive Officer

ZRG HOLDING COMPANY, LLC

By: _____

Larry E. Hartmann
Manager

[Signature Page to Intellectual Property Assignment]

THE MARKS

Trademark	Country	Reg. No.	Reg. Date	Owner of Record
TURNKEY SEARCH	U.S.	3764342	March 23, 2010	Turnkey People LLC

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