

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM634897

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ShelfGenie Franchise Systems, LLC		03/25/2021	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ShelfGenie SPV LLC		
<b>Street Address:</b>	1010 N. University Parks Drive		
<b>City:</b>	Waco		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76707		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4823802	EVERYTHING WITHIN REACH	
<b>Registration Number:</b>	4312757	SHELFGENIE DESIGNED TO TRANSFORM	
<b>Registration Number:</b>	4312756	SHELFGENIE DESIGNED TO TRANSFORM	
<b>Registration Number:</b>	4537493	SHELFGENIE	
<b>Registration Number:</b>	4787239	SHELFGENIE EVERYTHING WITHIN REACH	
<b>Registration Number:</b>	3546185	SHELFGENIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048156555		
<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>			
<b>Phone:</b>	404-815-6500		
<b>Email:</b>	byates@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Barbara Yates, Paralegal		
<b>Address Line 1:</b>	1100 Peachtree Street, Suite 2800		
<b>Address Line 2:</b>	c/o Kilpatrick Townsend & Stockton LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-4528		
<b>ATTORNEY DOCKET NUMBER:</b>	1232560		
<b>NAME OF SUBMITTER:</b>	Barbara Yates		
<b>SIGNATURE:</b>	/Barbara Yates/		

OP \$165.00 4823802

<b>DATE SIGNED:</b>	03/26/2021
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 25th day of March, 2021 is made and entered into by and between ShelfGenie Franchise Systems, LLC ("Assignor") and ShelfGenie SPV LLC ("Assignee"). Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the record owner of the trademark registrations and trademark applications identified in the attached Schedule A (the "Trademarks");

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks (including all goodwill symbolized thereby and associated therewith), and the Parties wish to record such assignment with the relevant trademark offices:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:


1. Pursuant to the Contribution Agreement, Assignor hereby assigns and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor's entire rights, title, and interests in, to and under the Trademarks, including, without limitation, (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all powers and rights of Assignor under the Trademarks, including without limitation, legal actions and rights and remedies at law or in equity for past, present, or future infringements, dilutions, or other violations of the Trademarks, including without limitation, the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Assignor hereby authorizes and requests the trademark office to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor's respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in digital or electronic form (including via .pdf signature) and in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.


ASSIGNOR:

SHELFGENIE FRANCHISE SYSTEMS, LLC

By:   
Name: Jon Shell  
Title: Treasurer

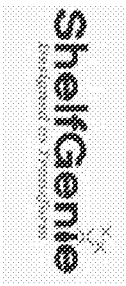
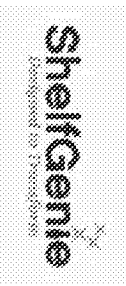
ASSIGNEE:

SHELFGENIE SPV LLC

By:   
Name: Jon Shell  
Title: Treasurer

**Schedule A**

Trademarks

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action	
United States of America	EVERYTHING WITHIN REACH	Registered	86434014 Oct 24, 2014	4823802 Sep 29, 2015	Shelfgenie Franchise Systems, LLC	37 Installation and maintenance of shelving, brackets, drawers, cupboards, baskets, clothes rods and other storage and organization systems.	Sec 8 and/or 15 Filing Deadline 2021 Sec 8/9 Renewal Deadline 2025	Sep 29, 2021 Sep 29, 2025
United States of America	SHELF GENIE DESIGNED TO TRANSFORM & Design	Registered	85697478 Aug 7, 2012	4312757 Apr 2, 2013	Shelfgenie Franchise Systems, LLC	37 Installation and maintenance of shelving, brackets, drawers, cupboards, baskets, clothes rods and other storage and organization systems.	Sec 8/9 Renewal Deadline 2023	Apr 2, 2023
United States of America								
United States of America	SHELF GENIE DESIGNED TO TRANSFORM & Design	Registered	85697476 Aug 7, 2012	4312756 Apr 2, 2013	Shelfgenie Franchise Systems, LLC	42 Consultation in the field of design of custom shelving; custom design of shelving, closets, storage, and organization units.	Sec 8/9 Renewal Deadline 2023	Apr 2, 2023
United States of America								
United States of America	SHELF GENIE	Registered	86093086 Oct 16, 2013	4537493 May 27, 2014	Shelfgenie Franchise Systems, LLC	20 Cabinets and shelving.	Sec 8/9 Renewal Deadline 2024	May 27, 2024
United States of America	SHELF GENIE EVERYTHING WITHIN REACH	Registered	86334407 Jul 11, 2014	4787239 Aug 4, 2015	Shelfgenie Franchise Systems, LLC	37 Installation and maintenance of shelving, brackets, drawers, cupboards, baskets, clothes rods and other storage and organization systems.	Sec 8 and/or 15 Filing Deadline 2021 Sec 8/9 Renewal Deadline 2025	Aug 4, 2021 Aug 4, 2025
United States of America						42 Consultation in the field of design of custom shelving; custom design of shelving, closets, storage, and organization units.		

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	SHELFGENIE	Registered	77388393 Feb 5, 2008	3546185 Dec 16, 2008	Shelfgenie Franchise Systems, LLC	37 Installation of custom shelving for others 42 Custom design of shelving; consultation in the field of design of custom shelving.	Sec 8/9 Renewal Deadline Dec. 18, 2028

**TRADEMARK**

REEL: 007234 FRAME: 0686

RECORDED: 03/26/2021