

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOR Franchising, L.L.C.		03/25/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Window Genie SPV LLC		
Street Address:	1010 N University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2265746	WINDOW GENIE	
Registration Number:	4826037	WINDOW GENIE	
Registration Number:	5295303	WINDOW GENIE	
Registration Number:	5106836	YOUR HOLIDAY LIGHTS	
CORRESPONDENCE DATA			
Fax Number:	3366077500		
<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:	336-607-7513		
Email:	mjarrell@kilpatricktownsend.com		
Correspondent Name:	Michelle Jarrell, Paralegal		
Address Line 1:	Kilpatrick Townsend & Stockton LLP		
Address Line 2:	1001 West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	1232560		
NAME OF SUBMITTER:	Tiffani D. Otey		
SIGNATURE:	/Tiffani D. Otey/		
DATE SIGNED:	03/31/2021		
Total Attachments: 5			

OP \$115.00 2265746

source=Window Genie Trademark Assignment#page1.tif
source=Window Genie Trademark Assignment#page2.tif
source=Window Genie Trademark Assignment#page3.tif
source=Window Genie Trademark Assignment#page4.tif
source=Window Genie Trademark Assignment#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 25th day of March, 2021 is made and entered into by and between FOR Franchising, LLC ("Assignor") and Window Genie 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:


FOR FRANCHISING, LLC

By:  _____

Name: Jon Shell
Title: Treasurer

ASSIGNEE:

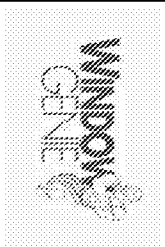
WINDOW GENIE SPV LLC

By:  _____

Name: Jon Shell
Title: Treasurer

Schedule A

Trademarks

Country	Mark File Number	Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner Agent	Class/Description	Action
United States of America	WINDOW GENIE	Registered	75442542 Mar 2, 1998	2265746 Jul 27, 1999	FOR Franchising, LLC	37 Window cleaning and pressure washing services.	Sec 8/9 Renewal Deadline Jul 27, 2029
United States of America	WINDOW GENIE	Registered	86526966 Feb 6, 2015	4826037 Oct 6, 2015	FOR Franchising, LLC	37 Window cleaning, application of protective window film for residential and commercial buildings and structures, pressure washing, and gutter cleaning services. 40 Window tinting services for residential and commercial buildings and structures.	Sec 8 and/or 15 Filing Deadline Oct 6, 2021 Sec 8/9 Renewal Deadline Oct 6, 2025
United States of America	WINDOW GENIE (and design) 	Registered	87327185 Feb 7, 2017	5295303 Sep 26, 2017	FOR Franchising, LLC	37 Window cleaning, application of protective window film for residential and commercial buildings and structures, pressure washing, and gutter cleaning services. 40 Window tinting services for residential and commercial buildings and structures.	Sec 8 and/or 15 Filing Deadline Sep 26, 2023 Sec 8/9 Renewal Deadline Sep 26, 2027

TRADEMARK

Country	Mark File Number	Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner Agent	Class/Description	Action
United States of America	YOUR HOLIDAY LIGHTS	Registered	87021923 May 2, 2016	5106836 Dec 20, 2016	FOR Franchising, LLC	<p>37 Installation, maintenance, and repair of outdoor décor and decorative electrical lighting; consulting in the fields of installation, maintenance, and repair of outdoor décor and decorative electrical lighting.</p> <p>39 Storage of outdoor décor and decorative electrical lighting; consulting in the field of storage of outdoor décor and decorative electrical lighting.</p> <p>42 Design of outdoor décor and decorative electrical lighting pertaining to commercial and residential applications; consulting in the field of design of outdoor décor and decorative electrical lighting.</p>	<p>Section 8 Affidavit Deadline Dec 20, 2022</p> <p>Sec 8/9 Renewal Deadline Dec 20, 2026</p>

TRADEMARK

AMERICAS 106943818