# ETAS ID: TM635873

Electronic Version v1.1 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
Synergistic International LLC		03/25/2021	Limited Liability Company: TEXAS

TRADEMARK ASSIGNMENT COVER SHEET

### **RECEIVING PARTY DATA**

Name:	Glass Doctor 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: 15**

Property Type	Number	Word Mark	
Registration Number:	3375201	G12	
Registration Number:	1066929	GLASS DOCTOR	
Registration Number:	4767822	GLASS DOCTOR	
Registration Number:	5817320	GLASS DOCTORX	
Registration Number:	2336348		
Registration Number:	4767926	GLASS DOCTOR HOME · AUTO · BUSINESS WE F	
Registration Number:	3115870	GLASS DOCTOR UNIVERSITY	
Registration Number:	3725158	GLASS DOCTORX HOME · AUTO · BUSINESS WEF	
Registration Number:	2353731	GLASSDOCTOR	
Registration Number:	2540506	REFLECTIONS	
Registration Number:	4755456		
Registration Number:	3061889	SMARTECH	
Registration Number:	4891861	THE SPECIALIST GLASSDOCTORX	
Registration Number:	1075690	WE FIX YOUR PANES	
Registration Number:	4755292	WE FIX YOUR PANES	

Fax Number: 3367342617

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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## CORRESPONDENCE DATA

900606155

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 336-607-7503

**Email:** tmadmin@kilpatricktownsend.com

Correspondent Name: Tiffani D. Otey

Address Line 1: 1001 West Fourth Street

Address Line 2: c/o Kilpatrick Townsend & Stockton LLP

Address Line 4: Winston-Salem, NORTH CAROLINA 27101-2400

NAME OF SUBMITTER:	Kimberly Weems
SIGNATURE:	/Kimberly Weems/
DATE SIGNED:	03/31/2021

## **Total Attachments: 8**

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### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("<u>Assignment</u>"), effective as of the 25th day of March, 2021 is made and entered into by and between Synergistic International LLC ("<u>Assignor</u>") and Glass Doctor SPV LLC ("<u>Assignee</u>"). Assignor and Assignee are referred to individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

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

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]

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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:

SYNERGISTIC INTERNATIONAL LLC

By: \_\_\_\_\_Name:

Jon Shell Treasurer

Title:

ASSIGNEE:

GLASS DOCTOR SPV LLC

By:

Name: Jon Shell

Title:

Treasurer

Signature Page to Trademark Assignment

## Schedule A

Trademarks

AMERICAS 106943377

TRADEMARK REEL: 007239 FRAME: 0669

	United States of America	United States of America	United States of America	United Statesof America	United Statesof America	United Statesof America	Country
GLASS DOCTOR	GLASS DOCTOR HOME · AUTO · BUSINESS WE FIX YOUR PANES! (and design)	GLASS DOCTOR DESIGN	GLASS DOCTOR and Design (new stacked logo)  GLASS DOCTOR,	GLASS DOCTOR	GLASS DOCTOR	G12	Mark
	Registered	Registered	Registered	Registered	Registered	Registered	Status/ Filing Basis
	86433345 Oct 24, 2014	75752580 Jul 16, 1999	87935473 May 24, 2018	86425374 Oct 16, 2014	73103808 Oct 20, 1976	77144091 Mar29, 2007	Serial No. Filing Date
	4767926 Jul 7, 2015	2336348 Mar 28, 2000	Jul 30, 2019	4767822 Jul 7, 2015	1066929 May 31, 1977	3375201 Jan 29, 2008	Reg. No. Reg. Date
	Synergistic International LLC	Synergistic International LLC	Synergistic International LLC	Synergistic International LLC	Synergistic International, LLC	Synergistic International LLC	Owner
	37	37	37	37	37	36	Clas
	Installation, repair and replacement of glass in buildings and vehicles.	Installation of glass in buildings and vehicles.	Installation, repair and replacement of glass in buildings and vehicles.	Installation, repair and replacement of glass in buildings and vehicles.	Installation of glass in buildings and vehicles.	Glass repair extended warranty services.	Class/Description
	Sec 8 and/or 15 Filing Deadline Sec 8/9 Renewal Deadline	Sec 8/9 Renewal Deadline	Sec 8 and/or 15 Filing Deadline Sec 8/9 Renewal Deadline	Sec 8 and/or 15 Filing Deadline Sec 8/9 Renewal Deadline	Sec 8/9 Renewal Deadline	Sec 8/9 Renewal Deadline	Action
	Jul 7, 2021 Jul 7, 2025	Mar 28, 2030	Jul 30, 2025 Jul 30, 2029	Jul 7, 2021 Jul 7, 2025	May 31 2027 <b>TR<i>A</i></b>	Jan 29, 2028 <b>DEMA</b>	RK

United States of America	United Statesof America	United States of America	United States of America	United Statesof America	United States of America	Country
SMARTECH	RUNNING DOCTOR DESIGN	REFLECTIONS	GLASSDOCTOR (stylized)  GLASSDOCTOR	GLASS DOCTORX HOME · AUTO · BUSINESS WE FIX YOUR PANES! (and design)  GLASS DOCTOR  We the vector across the control of the co	GLASS DOCTOR UNIVERSITY	Mark
Registered	Registered	Registered	Registered	Registered	Registered	Status/ Filing Basis
76626239 Dec 22, 2004	86433209 Oct 23, 2014	76300013 Aug 14, 2001	75752581 Jul 16, 1999	77737733 May 15, 2009	76644060 Aug 2, 2005	Serial No. Filing Date
3061889 Feb 28, 2006	4755456 Jun 16, 2015	2540506 Feb 19, 2002	2353731 May 30, 2000	3725158 Dec 15, 2009	3115870 Jul 18, 2006	Reg. No. Reg. Date
Synergistic International LLC	Synergistic International LLC	Synergistic International, LLC	Synergistic International LLC	Synergistic International LLC	Synergistic International LLC	Owner
37	37	16	37	37	41	Clas
Technical support and technical informational services to franchisees in the field of glass installation and repair.	Installation, repair and replacement of glass in buildings and vehicles.	Publication in the nature of newsletters for franchisees and their associates in the field of glass installation and repair.	Installation of glass in buildings and vehicles.	Installation of glass in buildings and vehicles.	Educational services, namely, conducting classes, and workshops in the field of glass repair and replacement and distributing course materials in connection therewith.	Class/Description
Sec 8/9 Renewal Deadline	Sec 8 and/or 15 Filing Deadline Sec 8/9 Renewal Deadline	Sec 8/9 Renewal Deadline	Sec 8/9 Renewal Deadline	Sec 8/9 Renewal Deadline	Sec 8/9 Renewal Deadline	Action
Feb 28, 2026	Jun 16, 2021 Jun 16, 2025	Feb 19, 2022	May 30, 2030	Dec 15 2029 <b>TR</b>	Jul 18, 2026 ADEMARI	<b>(</b>

	Country	United Statesof America	United States of America	United States of America	Country
	Mark	WE FIX YOUR PANES	WE FIX YOUR PANES	THE SPECIALIST GLASSDOCTORX (and design)	Mark
	Status/ Filing Basis	Registered	Registered	Registered	Status/ Filing Basis
	Serial No. Filing Date	86431181 Oct 22, 2014	73103809 Oct 20, 1976	86577808 Mar26, 2015	Serial No. Filing Date
	Reg. No. Reg. Date	4755292 Jun 16, 2015	1075690 Oct 18, 1977	4891861 Jan 26, 2016	Reg. No. Reg. Date
	Owner	Synergistic International LLC	Synergistic International, LLC	Synergistic International LLC	Owner
	Class/Description	37 Installation, repair and replacement of glass in buildings and vehicles.	37 Installation of glass in buildings and vehicles.	37 Installation, repair and replacement of glass in buildings and vehicles.	Class/Description
	Action	Sec 8 and/or15 Filing Deadline Sec 8/9 Renewal Deadline	Sec 8/9 Renewal Deadline	Sec 8 and/or15 Filing Deadline Sec 8/9 Renewal Deadline	Action
		Jun 16, 2021 Jun 16, 2025	Oct 18, 2027	Jan 26, 2022 Jan 26, Jan 26, TRADEMARI	<b>(</b>

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				Status/ Filing Basis
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				Owner
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				Class/Description
				Action
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				Country
				Mark
I				Status/ Filing Basis
				Serial No. Filing Date
				Reg. No. Reg. Date
				Owner
				Class/Description
				Action
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