

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Resubmission of Cover Sheet to correct discrepancy
RESUBMIT DOCUMENT ID:	900598085

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Phase 2 Solutions LLC		02/03/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Vanity Number Leasing, LLC
Street Address:	1380 N. University Drive
City:	Plantation
State/Country:	FLORIDA
Postal Code:	33322
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88653241	PHASE 2 SOLUTIONS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3058006673
Email: adavis@davisgoldman.com
Correspondent Name: Aaron Davis, Esq.
Address Line 1: 1441 Brickell Ave
Address Line 2: #1400
Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER:	Aaron P. Davis
SIGNATURE:	/Aaron Davis, Esq./
DATE SIGNED:	04/29/2021

Total Attachments: 5

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SERVICE MARK ASSIGNMENT AGREEMENT

THIS SERVICE MARK ASSIGNMENT AGREEMENT (the "Service Mark Assignment"), dated as of January 21, 2021, is made by PHASE 2 SOLUTIONS LLC, a Florida limited liability company located at 1380 N. University Drive, Plantation, Florida 33322 ("Assignor"), in favor of VANITY NUMBER LEASING, LLC, a Florida limited liability company located at 1380 North University Drive, Plantation, FL 33322 ("Assignee").

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Service Mark Assignment, for recording with the United States Patent and Trademark Office; and

WHEREAS, Assignee desires to accept certain intellectual property of Assignor.

NOW, THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the service marks set forth on **Schedule 1** attached hereto and incorporated by this reference herein, together with the goodwill associated therewith and symbolized thereby, and all claims and causes of action with respect to any of the foregoing, including without limitation all rights to, and claims for, damages, restitution, and injunctive and other legal and equitable relief for present and future infringement or other violation, all rights to maintain such service marks, and to assume all control of all current and file any and all subsequent applications based on such service marks together with the right of priority under the General Inter-American Convention for Trade Mark and Commercial Protection, and all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

2. **Recording of Service Mark Assignment.** Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Service Mark Assignment and to transfer ownership of all pending service mark applications and all existing service mark registrations listed on **Schedule 1** to Assignee. Assignee hereby accepts such conveyance, assignment, and transfer of the service marks listed on **Schedule 1**.

3. **Governing Law.** This Service Mark Assignment shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

4. **Counterparts.** This Service Mark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Service Mark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Service Mark Assignment.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the undersigned parties have caused this Service Mark Assignment to be executed as of the date first written above by its duly authorized officer.

PHASE 2 SOLUTIONS LLC,
a Florida limited liability company

By: [Signature]
Name: Kisha D. Stefanis
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF FLORIDA)

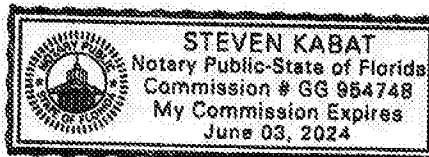
)SS.

COUNTY OF BROWARD)

On the 3 day of February, 2021, before me personally appeared [Signature] (personally known to me) or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he or she executed the same in his or her authorized capacity as the CFO of PHASE 2 SOLUTIONS LLC, a Florida limited liability company, and acknowledged the instrument to be his or her free act and deed/the free act and deed of PHASE 2 SOLUTIONS LLC for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name:

My Commission Expires: _____



AGREED TO AND ACCEPTED:

VANITY NUMBER LEASING, LLC,
A Florida limited liability company

By: [Signature]
Name: Merick Lewin
Title: Manager

ACKNOWLEDGMENT
STATE OF FLORIDA

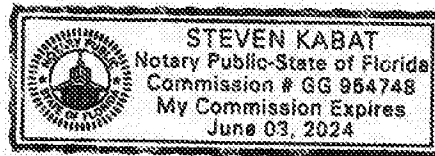
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)SS.
)

COUNTY OF BROWARD

On the 2 day of February, 2021, before me personally appeared Merick Lewin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Manager of VANITY NUMBER LEASING, LLC, a Florida limited liability company, and acknowledged the instrument to be his free act and deed/the free act and deed of VANITY NUMBER LEASING, LLC for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name:

My Commission Expires: _____



SCHEDULE 1

ASSIGNED SERVICE MARKS

1. US Serial No. 88653241 (PHASE 2 SOLUTIONS);
2. All copyrights that include the above mark;
3. Any know how associated with marketing the above mark; and
4. Any trade secrets associated with the licensing, marketing or business processes where the above mark is involved in any way.

Schedule 1