

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650378

<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>
Five Star Franchising, Inc.	FORMERLY Five Star Painting, Inc.	05/28/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Five Star Connect, Inc.		
<b>Doing Business As:</b>	ProNexis		
<b>Street Address:</b>	761 W. 1200 N.		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Springville		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84663		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4824802	CORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	801-845-2581		
<b>Email:</b>	matt@oremlawoffice.com		
<b>Correspondent Name:</b>	Matt Morrison		
<b>Address Line 1:</b>	1887 N 270 E		
<b>Address Line 4:</b>	Orem, UTAH 84057		
<b>NAME OF SUBMITTER:</b>	D Scott Abbott		
<b>SIGNATURE:</b>	/D Scott Abbott/		
<b>DATE SIGNED:</b>	05/28/2021		
<b>Total Attachments: 2</b>			
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OP \$40.00 4824802

This Memorandum of Trademark Purchase and Assignment (the "Agreement") is made, effective as of 12/17/2014, (the "Effective Date"), between *Five Star Franchising, Inc. a/k/a Five Star Painting, Inc.*, a Delaware corporation (the "Assignor"), and *Five Star Connect, Inc.* a Delaware corporation (the "Assignee").

The Assignor is the registered owner of one trademark with a registration number on file with the United States Patent and Trademark Office, Registration No. 4824802, with registration dated October 6, 2015, together with all associated common law trademark rights, with the mark containing the phrase and logo for "CORE" for use in services relating to computer software for lead-tracking, project estimating, customer relationship management, calendaring, and reporting for use in the sector of client relationship management, for lead handling and maximizing lead value, client communication, estimating projects for clients, coordinating work for clients on calendars, and generation of custom reports related to client communications and work; and excluding use for internal communication platform for personnel relationship management, for internal communication, for employees and organization development, and for internal service for personnel.

The Assignee wishes to acquire the Assignor's rights in the trademark listed in this agreement.

The Assignee agrees to pay the Assignor \$10.00 and other valuable consideration in hand, delivered in connection with the consideration recited in that certain Contribution Agreement by and between Assignor, Assignee, and Five Star Painting, Inc., a Nevada corporation, dated December 17, 2014 (the "Contribution Agreement").

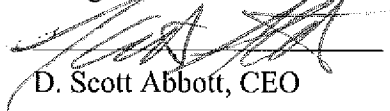
In exchange, and in connection with the Contribution Agreement, the Assignor hereby memorializes that prior conveyance, transfer, and assignment to the Assignee all of the Assignor's right, title, and interest of whatever kind in the mark, together with

- 1) the goodwill of the business relating to the products and services on which the marks are used and for which they are registered,
- 2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks, and
- 3) all rights to sue for past, present and future infringement or misappropriations of the marks.

The Assignor further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the mark and its related property.

In witness whereof, the Assignor has duly executed under seal and delivered this Assignment, as of the day and year first above written.

Assignor



D. Scott Abbott, CEO

Assignor

State of Utah

County of Utah

On the 28<sup>th</sup> day of May, 2021, D. Scott Abbott, the person who signed this Assignment Agreement, personally appeared before me, Matt Morrison, Notary Public, and acknowledged that they signed the agreement as, or in behalf of, the Assignor.

*Matt Morrison*  
Signature of Notary Public

