

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anthony and Nash Partnership		06/30/2021	Partnership:
RECEIVING PARTY DATA			
Name:	MVNTN Owner LLC		
Street Address:	429 Chestnut Street		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90801740	EXIT/IN	
Serial Number:	90801683	EXIT/IN	
Serial Number:	90801676	EXIT/IN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3122698000		
Email:	martus@nge.com		
Correspondent Name:	Ian J. Block		
Address Line 1:	Neal Gerber & Eisenberg LLP		
Address Line 2:	Two North LaSalle Street, Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	30040.0003		
NAME OF SUBMITTER:	Ian J. Block		
SIGNATURE:	/Ian J. Block/		
DATE SIGNED:	07/19/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is made this 30th day of June 2021 (the “Effective Date”), by and between the Anthony and Nash Partnership, a general partnership organized in Tennessee with an address at 2933 Donna Hill Drive, Nashville, Tennessee 37214 (“Assignor”), and MVNTN Owner LLC, a Delaware limited liability company, with an address at 429 Chestnut Street, Nashville, Tennessee 37203 (“Assignee”).

WHEREAS, Assignor owns all rights, title, and interest in and to the trademark EXIT/IN (as both a word mark in standard characters and design mark) as identified in the attached Schedule of Trademarks (the “Mark”);

WHEREAS, the assignment effected hereby is in connection with the transactions contemplated by the Purchase and Sale Agreement dated as of March 1, 2021, (as amended, modified and/or assigned from time to time, the “Purchase and Sale Agreement”), pursuant to which Assignor has agreed to execute this instrument of assignment and thereby to assign to Assignee all of Assignor’s rights, title, and interest in and to the Mark and that portion of Assignor’s business to which the Mark pertains.

NOW, THEREFORE, pursuant to the terms of and in exchange for the consideration received in that certain Purchase and Sale Agreement, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The recitals stated above are hereby incorporated herein and shall have binding and interpretive effect.

2. Assignor does hereby assign, convey and transfer to Assignee, and its successors, assigns, and legal representatives, the full and entire rights, title, and interest in and to the following property:

- (i) the Mark;
- (ii) the portion of Assignor’s business to which the Mark pertains;
- (iii) that part of the goodwill of Assignor’s business connected with the use of and symbolized by the Mark;
- (iv) all of Assignor’s trademark rights in the Mark under the laws of any jurisdiction, including all rights granted under 15 U.S.C. § 1051, *et. seq.*, all rights granted under the statutes of any other jurisdiction, and all rights granted under the common laws of any jurisdiction (collectively, the “Trademark Rights”);
- (v) the right to claim the Trademark Rights and to obtain registrations therefor in the sole name of Assignee under the trademark laws of any jurisdiction; and

- (vi) all causes of action for, and claims for damages by reason of, any infringement of the Trademark Rights in any jurisdiction, which causes of action and claims arose prior to the date of execution hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed on the date first indicated above.

Assignor:

ANTHONY AND NASH PARTNERSHIP

By: Gene Russell Nash

Name: Gene Russell Nash

Title: Authorized Agent

Date: June 29, 2021

Assignee:

MVNTN OWNER LLC,
a Delaware limited liability company

By:  _____

Name: Benjamin Weprin

Title: President

Date: June 30, 2021

SCHEDULE OF TRADEMARKS

Trademarks:

1. EXIT/IN

2. **EXIT/IN**

Trademark Applications and Registration:

	<u>Mark</u>	<u>Territory</u>	<u>App. Ser. No.</u>	<u>Reg. No.</u>
1.	EXIT/IN	Tennessee	--	45092
2.	EXIT/IN	U.S.	90/801,740; 90/801,683	
3.	EXIT/IN	U.S.	90/801,676	