

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GORILLA BRANDS, LLC		04/23/2021	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	IFIXANDREPAIR FRANCHISE LLC		
Street Address:	429 Seabreeze Boulevard		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33316		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90774748	IFIXANDREPAIR	
Registration Number:	4243249	IFAR	
Registration Number:	4243248	IFAR	
Registration Number:	4954364	IFIXANDREPAIR	
Registration Number:	5001331	IFIXANDREPAIR	
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:	4105455827		
Email:	nicholas.hawkins@wbd-us.com		
Correspondent Name:	Nicholas B. Hawkins		
Address Line 1:	100 Light Street, 26th Floor		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	63639.0002.8		
NAME OF SUBMITTER:	Nicholas B. Hawkins		
SIGNATURE:	/nicholas b hawkins/		
DATE SIGNED:	08/19/2021		

CH \$140.00 90774748

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "*Assignment*") is effective April 23, 2021. It is by and between GORILLA BRANDS, LLC, a North Carolina limited liability company ("*Assignor*") and IFIXANDREPAIR FRANCHISE LLC, a Florida limited liability company ("*Assignee*"), (each a "*Party*" and together the "*Parties*").

RECITALS

A. Assignor is the former franchisor of the iFixandRepair® franchise system. Assignee is the new franchisor. Assignee is a successor in interest to Assignor.

B. Assignor desires to assign all rights, title, and interest in and to all intellectual property and other intangible assets it owns related to the iFixandRepair franchise system (collectively, the "*IP*"). The IP includes, without limitation, the following as they relate to operation of the iFixandRepair franchise system: operations manuals; systems and processes; know-how; copyrights; and trademarks and service marks (the "*Marks*").

D. Assignee desires to acquire the entire rights, title, and interest in and to the IP.

AGREEMENT

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. ASSIGNMENT OF THE MARKS

1.1 Assignor hereby irrevocably assigns, transfers, and otherwise conveys to Assignee all rights, title, and interest, and goodwill associated therewith, in and to the Marks in the United States and all other jurisdictions where such Marks are used, applied for registration, and/or registered, to the fullest extent that Assignor could have held and enjoyed had this sale, assignment, transfer, and conveyance not been made. This includes, without limitation, all registration rights with respect to the Marks within or outside the United States based in whole or in part upon the Marks, the right to renew any registrations, all rights to use and file new applications for the Marks or similar or derivative marks, any priority right that may arise from the Marks, all associated goodwill, and all other rights.

1.2 Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the registrations and applications of the Marks set forth in the attached Exhibit to Assignee. Assignor agrees to further execute any documents reasonably necessary at any time now or in the future to effect or perfect this assignment or to confirm Assignee's ownership of the Marks.

2. ASSIGNMENT OF ALL IP. Assignor hereby irrevocably assigns, transfers, and otherwise conveys to Assignee all rights, title, and interest in and to the IP in the United States and all other jurisdictions where such IP is used, applied for registration, and/or registered, to the fullest extent that Assignor could have held and enjoyed had this sale, assignment, transfer, and conveyance not

been made. This includes, without limitation, all registration rights with respect to the IP within or outside the United States based in whole or in part upon the IP, the right to renew any registrations, all rights to use and file new applications for the IP and create and use derivative IP, any priority right that may arise from the IP, all associated goodwill, and all other rights.

3. **CONSIDERATION.** In consideration for the assignments set forth in this Agreement, Assignee shall pay to Assignor \$10.00 upon execution of this Agreement by a payment method mutually agreed to by the Parties.

5. **REPRESENTATIONS AND WARRANTIES.**

5.1 Assignor makes the following representations and warranties to Assignee:

5.1.1 To Assignor's knowledge and belief, the IP is free from any liens, security interests, encumbrances or licenses (except for the Franchise Agreements); and

5.1.2 To Assignor's knowledge and belief, there are no claims, pending or threatened, with respect to Assignor's rights in the IP.

5.2 The parties make the following mutual representations and warranties:

5.2.1 Each Party has the right, power, and authority to enter into this Agreement;

5.2.2 This Agreement is valid, binding and enforceable in accordance with its terms; and

5.2.3 Each Party is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.

6. **MISCELLANEOUS.**

6.1 The parties agree to further execute any documents reasonably necessary at any time now or in the future to effect or perfect this assignment or to confirm Assignee's ownership of the IP.

6.2 **Venue.** The venue for any action or legal proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be Broward County, Florida. Each of the parties waives any objection to this venue provision.


6.3 **Governing Law.** This Agreement will be construed under and in accordance with the laws of the State of Florida, without giving effect to any rules governing the conflicts of law.

6.4 **Counterparts and Electronic Signatures.** This Agreement may be executed simultaneously in counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same instrument. Execution of this Agreement via DocuSign or another reputable e-signature service shall constitute legally binding execution and effective delivery.

6.5 **Successors and Assigns.** This Agreement binds and inures to the benefit of the parties and their respective successors and assigns.


IN WITNESS, the parties have executed this Agreement on the day and year first above written.

Assignor: GORILLA BRANDS, LLC


By: 

Chris Kelley
Its LLC Manager and CEO

Assignee: IFIXANDREPAIR FRANCHISE LLC

By: 

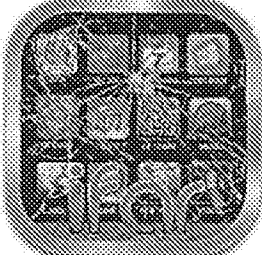

Chris Kelley
Its LLC Manager and CEO

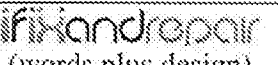
By: 

Robyn Kelley
Its LLC Manager

Exhibit

USPTO Application and Registrations of the Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>International Class of Goods or Services</u>
IFAR (standard characters)	4243249	November 13, 2012	037
 (word plus design)	4243248	November 13, 2012	037
IFIXANDREPAIR (standard characters)	4954364	May 10, 2016	037
 (words plus design)	5001331	July 19, 2016	037

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>International Class of Goods</u>
 (words plus design)	90774748	June 15, 2021	037