

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679128

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900647130		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Juniper Holdings, Inc.		08/31/2020	Corporation: MINNESOTA
Juniper Inspections, LLC		08/31/2020	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Wrench Inspection Company, LLC		
Street Address:	701 5th Avenue, Suite 7250		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4033731	LEMON SQUAD	
Registration Number:	5265653	DON'T BUY A LEMON!	
CORRESPONDENCE DATA			
Fax Number:	2593599000		
<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:	2063598000		
Email:	PCTrademarks@perkinscoie.com		
Correspondent Name:	Grace Han Stanton		
Address Line 1:	P.O. Box 2608		
Address Line 4:	Seattle, WASHINGTON 98111		
ATTORNEY DOCKET NUMBER:	130457-4000		
NAME OF SUBMITTER:	Patrick J. Koncel		
SIGNATURE:	/Patrick J. Koncel/		
DATE SIGNED:	10/05/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”) is made and entered into effective as of August 31, 2020, by and among Wrench Inspection Company, LLC (“Assignee”), a Delaware limited liability company and a wholly-owned subsidiary of Wrench, Inc., a Delaware corporation (“Parent”), Juniper Inspections, LLC d/b/a Lemon Squad Auto Inspections, a Minnesota limited liability company (“Juniper LLC”), and Juniper Holdings, Inc., a Minnesota corporation (f/k/a AMR Holdings, Inc.), a Minnesota corporation solely owned by Owner (together with Juniper LLC, each an “Assignor” and collectively, the “Assignors”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among the Assignors, the Assignee, Parent and Anton Dabbs. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

RECITALS

A. Pursuant to the Purchase Agreement, each of the Assignors agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee agreed to purchase, among others, all right, title and interest in and to all Intellectual Property Assets, including, but not limited to: (i) the trademarks and trademark registrations on Schedule A attached hereto (the “Trademarks”), (ii) the copyright(s) and copyright registration(s) on Schedule B attached hereto (the “Copyrights”), (iii) the domain names on Schedule C attached hereto (the “Domain Names”) and (iv) any other Intellectual Property Assets (collectively, the “Purchased IP”).

B. The Assignors and the Assignee desire that the assignment of said rights in the Trademarks and Copyrights be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark and patent offices (where applicable), all foreign trademark and patent offices and any other appropriate governmental or administrative offices as the case may be.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Each Assignor does hereby irrevocably sell, transfer, assign, convey and deliver to Assignee, its successors, assigns, and designees, free and clear of all Encumbrances, all of such Assignor’s legal and beneficial right, title and interest in and to the Purchased IP, together with any goodwill related thereto, all rights to sue for any and all past, present and future infringement of any the foregoing and to retain any damages and profits due or accrued for any such past, present or future infringement; all rights corresponding to any of the foregoing throughout the world, and the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (collectively, the “Purchased IP Rights”).

2. Controlling Agreement. This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

3. Further Assurances. Each Assignor will, promptly execute and deliver to Assignee any other documents and perform all actions necessary to complete the timely transfer of the Purchased IP Rights to Assignee and, at such Assignor’s expense, sign all lawful papers, execute all applications, make all

assignments and rightful oaths, and generally do everything reasonably requested by Assignee to aid Assignee, and its successors and assigns to obtain and enforce protection for the Purchased IP Rights, including but not limited to providing Assignee with all login and password credentials associated with the Domain Name. Each Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact to act for and on its behalf and, instead of such Assignor, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this paragraph with the same legal force and effect as if executed by such Assignor. This power of attorney is coupled with an interest and will be irrevocable in perpetuity.

4. Assignors' Cessation of Use of the Purchased IP. Commencing on the Effective Date, each Assignor will cease all use and development of, and forever refrain from using in any manner, the Purchased IP.

5. Miscellaneous. The terms and provisions of Sections 8.5 (Severability), 8.7 (Successors and Assigns), 8.9 (Amendment and Modification; Waiver), 8.10 (Governing Law), and 8.13 (Counterparts) of the Purchase Agreement are incorporated herein by reference as if set forth herein in their entirety and shall apply *mutatis mutandis* to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first written above.

ASSIGNORS:

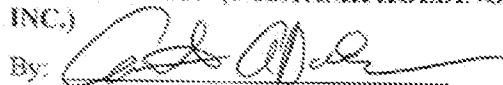
JUNIPER INSPECTIONS, LLC D/B/A
LEMON SQUAD AUTO INSPECTIONS

By: 

Name: Arthur Dabbs

Title: President

JUNIPER HOLDINGS, INC., A MINNESOTA
CORPORATION (F/K/A AMR HOLDINGS,
INC.)

By: 

Name: Arthur Dabbs

Title: President

[Signature Page to Intellectual Property Assignment Agreement]

149367498.3

ASSIGNEE:

WRENCH INSPECTION COMPANY, LLC

DocuSigned by:

By: Edward Petersen
Name: Edward Petersen
Title: President

SCHEDULE A

Trademarks

Trademark	U.S. Registration Number	Registration Date	Renewal Date	Goods and Services
LEMON SQUAD	4,033,731	10/4/2011	10/4/2017 (Sec. 8 and 15 filed)	Class 42: Inspection services for new and used vehicles for persons buying or selling their vehicles.
DON'T BUY A LEMON!	5,265,653	08/18/2017	(next filing due between 08/17/2022 and 08/17/2023)	Class 42: Inspection services for new and used vehicles for persons buying or selling their vehicles.