

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Home Instead, Inc.		08/12/2021	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Name:	Booksplus		
Street Address:	13330 California Street		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68154		
Entity Type:	Limited Liability Company: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88655580	BOOKSPLUS	
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:	4025785145		
Email:	jp.pulverenti@homeinsteadinc.com		
Correspondent Name:	John Pulverenti		
Address Line 1:	13323 California Street		
Address Line 4:	Omaha, NEBRASKA 68154		
NAME OF SUBMITTER:	John Pulverenti		
SIGNATURE:	/john pulverenti/		
DATE SIGNED:	10/06/2021		
Total Attachments: 6			
source=Agreement.2021#page1.tif			
source=Agreement.2021#page2.tif			
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source=Assignment#page1.tif			
source=Assignment#page2.tif			

OP \$40.00 88655580

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is entered into this 14th day of August, 2021 (the "**Effective Date**") by and between Home Instead, Inc., a corporation duly organized and existing under the laws of the State of Nebraska and having its principal place of business at 13323 California Street, Omaha, NE 68154 ("**Assignor**") and BooksPLUS, LLC, a limited liability company duly organized and existing under the laws of the State of Nebraska and having its principal place of business at 13330 California Street, Omaha, Nebraska 68154 ("**Assignee**").

A. WHEREAS, Assignor owns the entire right, title and interest in and to a certain registered trademark filed with the United States Patent and Trademark Office, as listed in attached Exhibit A (the "**Mark**");

B. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Mark;
- (ii) the registration for the Mark is currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;
- (iv) there are no liens or security interests against the Mark;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

4. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

5. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Nebraska, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Nebraska. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

Assignor

Home Instead, Inc.

By: 

Name: Jeffrey J. Huber

Title: CEO

Date: 8/12/21

Assignee

BooksPLUS, LLC

E-SIGNED by John Hogan
on 2021-08-14 19:33:08 GMT
By: _____

Name: John Hogan

Title: Member

Date: August 14, 2021

Exhibit A:

Trademark	Registration Number	Country	Filing Date	Registration Date	Serial Number
Books Plus	6131975	United States	10-15-2019	8-18-2020	88655580

EHXIBIT B:

TRADEMARK ASSIGNMENT

WHEREAS, Home Instead, Inc., a corporation duly organized and existing under the laws of the State of Nebraska and having its principal place of business at 13323 California Street, Omaha, Nebraska 68154 ("**Assignor**") owns all the right, title and interest in and to the trademark registration of the mark identified in Exhibit A hereto (the "**Mark**") and all foreign registrations everywhere in the world; and

WHEREAS, BooksPLUS, LLC, a limited liability company duly organized and existing under the laws of the State of Nebraska and having its principal place of business at 13330 California Street, Omaha, NE 68154 ("**Assignee**"), desires to acquire all right, title and interest in and to the Mark, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

Date

Home Instead, Inc.

By: _____

Name: _____

Title: _____

STATE OF _____)
)ss:
COUNTY OF _____)

On _____, _____ before me _____, Notary Public in and for said State, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed in the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

TRADEMARK ASSIGNMENT

WHEREAS, Home Instead, Inc., a corporation duly organized and existing under the laws of the State of Nebraska and having its principal place of business at 13323 California Street, Omaha, Nebraska 68154 ("Assignor") owns all the right, title and interest in and to the trademark registration of the mark identified in Exhibit A hereto (the "Mark") and all foreign registrations everywhere in the world; and

WHEREAS, BooksPLUS, LLC, a limited liability company duly organized and existing under the laws of the State of Nebraska and having its principal place of business at 13330 California Street, Omaha, NE 68154 ("Assignee"), desires to acquire all right, title and interest in and to the Mark, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

8/12/21
Date

Home Instead, Inc.

By: [Signature]

Name: Jeffrey J. Huber

Title: CEO

STATE OF Nebraska)
COUNTY OF Douglas) ss:

On 8/12, 2021 before me Chandra McCormick Notary Public in and for said State, personally appeared Jeffrey J. Huber proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed in the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

[Signature]
SIGNATURE OF NOTARY PUBLIC

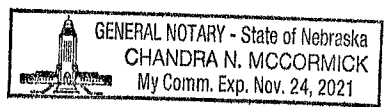


Exhibit A:

Trademark	Registration Number	Country	Filing Date	Registration Date	Serial Number
Books Plus	6131975	United States	10-15-2019	8-18-2020	88655580