

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM686557

<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>
Outdoor Living Brands Intellectual Property Corporation		09/09/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lynx Franchising Intellectual Property, LLC		
<b>Street Address:</b>	2520 Northwinds Parkway, Suite 375		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30009		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1328943	ARCHADECK	
<b>Registration Number:</b>	1405836	ARCHADECK	
<b>Registration Number:</b>	4031669	ARCHADECK	
<b>Registration Number:</b>	6264871	ARCHADECK OUTDOOR LIVING	
<b>Registration Number:</b>	4599761	ARCHADECK OUTDOOR LIVING	
<b>Registration Number:</b>	1621227	ARCHADECK	
<b>Registration Number:</b>	3250972	OUTDOOR LIGHTING PERSPECTIVES	
<b>Registration Number:</b>	4616372	CONSERVA IRRIGATION	
<b>Registration Number:</b>	5389843	CONSERVA IRRIGATION	
<b>Registration Number:</b>	6098130	YOUR SPRINKLER SYSTEM CARETAKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<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>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		

CH \$265.00 1328943

**Address Line 2:** Gibson, Dunn & Crutcher LLP  
**Address Line 4:** Irvine, CALIFORNIA 92612

**ATTORNEY DOCKET NUMBER:** 64871-00059

**NAME OF SUBMITTER:** Stephanie Kann

**SIGNATURE:** /stephanie kann/

**DATE SIGNED:** 11/08/2021

**Total Attachments: 10**

source=Outdoor - IP Assignment and Assumption#page1.tif  
source=Outdoor - IP Assignment and Assumption#page2.tif  
source=Outdoor - IP Assignment and Assumption#page3.tif  
source=Outdoor - IP Assignment and Assumption#page4.tif  
source=Outdoor - IP Assignment and Assumption#page5.tif  
source=Outdoor - IP Assignment and Assumption#page6.tif  
source=Outdoor - IP Assignment and Assumption#page7.tif  
source=Outdoor - IP Assignment and Assumption#page8.tif  
source=Outdoor - IP Assignment and Assumption#page9.tif  
source=Outdoor - IP Assignment and Assumption#page10.tif

**INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION**

This **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION** (this “**Agreement**”) is made and entered into as of September 9, 2021 by and between Lynx Franchising Intellectual Property, LLC, a Delaware limited liability company located at 2520 Northwinds Parkway, Suite 375, Alpharetta, Georgia 30009 (“**Assignee**”), and Outdoor Living Brands Intellectual Property Corporation, a Delaware corporation located at 2924 Emerywood Parkway, Suite 101, Richmond, Virginia 23294 (“**Assignor**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

**WHEREAS**, Outdoor Living Brands, Inc., a Delaware corporation (“**Seller Parent**”), and Lynx Franchising, LLC, a Delaware limited liability company (“**Purchaser**”), have entered into the Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the date hereof, pursuant to which, among other things, Seller Parent and its Subsidiaries (collectively “**Sellers**”) have agreed to sell, convey, assign and otherwise transfer to Purchaser, and Purchaser has agreed to purchase, acquire, and take delivery of, all right, title, and interest in and to substantially all of Sellers’ assets used in connection with or otherwise related to the Business, on the terms and conditions set forth in the Purchase Agreement.

**WHEREAS**, in connection with transactions contemplated by the Purchase Agreement, Assignor shall transfer to Assignee all of the right, title and interest of Assignor in and to the trademarks and trademark applications (in each case, together with all goodwill associated therewith and symbolized thereby), copyrights and copyright applications and domain names set forth on **Attachment A** attached hereto (the “**Assigned IP**”).

**WHEREAS**, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

**NOW, THEREFORE**, in consideration of the mutual representations, warranties and covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. **Transfer of Assigned IP.** Effective as of the Closing, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee and its successors and assigns, and Assignee hereby unconditionally accepts: (a) all of Assignor’s right, title and interest in and to the Assigned IP (in each case, together with all goodwill associated therewith and symbolized thereby), (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Assigned IP and (ii) sublicenseable or assignable; (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Assignor with respect to any of the foregoing; (d) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future

infringement of the Assigned IP; and (e) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

2. Proxy Service and Electronic Transfer for Domain Names. Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the assigned domain names on Assignor's behalf to authorize or request, the applicable registration authority to transfer the assigned domain names from Assignor or such proxy service, as the case may be, to Assignee. Assignor agrees to cooperate with Assignee to initiate and complete the transfer process in relation to the assigned domain names electronically from Assignor's account to Assignee's account and servers.
3. Further Assurances. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, promptly after the reasonable request of the other party hereto, such further instruments of assignment and assumption and to take such other action as such other party may reasonably request to more effectively consummate the assignment and assumption contemplated by this Agreement. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, the Commissioner for Copyrights of the United States Copyright Office and any other government authority to record and register this Agreement upon request by Assignee. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other government authority to record and register this Agreement upon request by Assignee.
4. Conflicts. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the obligations of the parties contained in the Purchase Agreement or the survival thereof.
5. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement. This Agreement, to the extent actually signed and delivered by email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, the other party hereto shall re-execute original forms thereof and deliver them to the other party. No party hereto shall raise the use of email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through email as a defense to the formation of a contract and each party forever waives any such defense, except to the extent such defense related to lack of authenticity.

6. Governing Law; Venue. This Agreement, the rights of the parties hereunder and all actions, suits or proceedings arising in whole or in part under or in connection herewith, will be governed by and construed and enforced in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Each of the parties, by its execution hereof, hereby (i) irrevocably submits to the exclusive jurisdiction of the United States District Court located in the State of Delaware and the state courts of the State of Delaware for the purpose of any action among any of the parties relating to or arising in whole or in part under or in connection with this Agreement, the transactions contemplated by this Agreement, the Purchase Agreement or any ancillary agreement, (ii) waives to the extent not prohibited by applicable law, and agrees not to assert by way of motion, as a defense or otherwise, in any such legal proceeding, any claim that it is not subject personally to the jurisdiction of the above named courts, that its property is exempt or immune from attachment or execution, that any such legal proceeding brought in one of the above-named courts should be dismissed on grounds of forum non conveniens, should be transferred or removed to any court other than one of the above-named courts or that this Agreement, the Purchase Agreement or the subject matter hereof or thereof may not be enforced in or by such court.
7. WAIVER OF JURY TRIAL. THE PARTIES TO THIS AGREEMENT EACH HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY.
8. Entire Agreement. This Agreement, the Purchase Agreement, and each additional agreement and document referred to herein and therein constitute the entire agreement of the parties, superseding and extinguishing all prior agreements and understandings, representations and warranties, relating to the subject matter hereof.
9. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
10. Severability. Any provision hereof that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties hereto will attempt in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

**ASSIGNOR:**

**OUTDOOR LIVING BRANDS INTELLECTUAL  
PROPERTY CORPORATION**

By: Christopher M. Grandpre \_\_\_\_\_

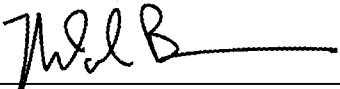
Name: Christopher M. Grandpre

Title: Chairman & Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

**ASSIGNEE:**

**LYNX FRANCHISING INTELLECTUAL  
PROPERTY, LLC**

By:  \_\_\_\_\_

Name: Michael Borreca

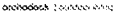
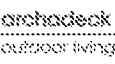

Title: Chief Executive Officer and Treasurer

## Attachment A

### Patents and Patent Applications

None.

### Trademark Registrations and Applications

MARK	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	CLASS AND DESCRIPTION	OWNER NAME	STATUS
ARCHADECK	Canada	651,521	Feb 21, 1990	TMA385,766	Jun 14, 1991	N/A-Services of construction of recreational and commercial wooden decks for others. * N/A-Services of construction of recreational and commercial wooden decks and accessories for others.	Outdoor Living Brands Intellectual Property Corporation	Registered
ARCHADECK	United States of America	73/451,323	Nov 4, 1983	1,328,543	Apr 2, 1985	037-Construction of recreational and commercial wooden decks for others.* 042-Custom design of recreational and commercial wooden decks for others.	Outdoor Living Brands Intellectual Property Corporation	Registered
ARCHADECK	United States of America	73/543,785	Jun 18, 1985	1,405,836	Aug 19, 1988	019-Recreational and commercial wooden decks	Outdoor Living Brands Intellectual Property Corporation	Registered
ARCHADECK	United States of America	85/255,958	Mar 7, 2011	4,031,668	Sep 27, 2011	037-Custom designing and building of decks, patios, hardscapes, outdoor kitchens, sun rooms, three-season rooms, four-season rooms, pool decks, and docks	Outdoor Living Brands Intellectual Property Corporation	Registered
ARCHADECK OUTDOOR LIVING (Horizontal Design)  	United States of America	90/018,237	Jun 24, 2020	6,264,871	Feb 9, 2021	37-Custom building of decks, patios, hardscapes, outdoor kitchens, sun rooms, three-season rooms, four-season rooms, pool decks, and docks* 42-Custom design of decks, patios, hardscapes, outdoor kitchens, sun rooms, three-season rooms, four-season rooms, pool decks, and docks	Outdoor Living Brands Intellectual Property Corporation	Registered
ARCHADECK OUTDOOR LIVING and Color Stacked Design  	United States of America	85/964,515	Jun 19, 2013	4,599,761	Sep 9, 2014	037-Custom building of decks, patios, hardscapes, outdoor kitchens, sun rooms, three-season rooms, four-season rooms, pool decks, and docks* 042-Custom design of decks, patios, hardscapes, outdoor kitchens, sun rooms, three-season rooms, four-season rooms, pool decks, and docks	Outdoor Living Brands Intellectual Property Corporation	Registered
ARCHADECK Stylized  	United States of America	74/020,056	Jan 17, 1990	1,621,727	Nov 6, 1990	019-Wooden patio decks	Outdoor Living Brands Intellectual Property Corporation	Registered



MARK	COUNTRY	APP. NO.	DATE FILED	APP. NO.	REG. DATE	CLASS AND DESCRIPTION	OWNER/INFORMANT	STATUS
OUTDOOR LIGHTING PERSPECTIVES	Canada	1,595,044	Sep 20, 2012	TMA8/0,295	Jan 30, 2014	N/A-Landscape lighting services, namely installation and maintenance and repair of residential and commercial landscape lighting systems* N/A-Design services, namely residential and commercial landscape lighting design* N/A-Franchising services and support services, namely, offering technical and business management assistance and assistance with product commercialization for the establishment and operation of landscape lighting businesses which offer lighting consultation, design, installation and maintenance and repair of residential and commercial landscape lighting	Outdoor Living Brands Intellectual Property Corporation	Registered
OUTDOOR LIGHTING PERSPECTIVES	European Union	0058/3914	Apr 17, 2007	0058/3914	Apr 24, 2008	035-Franchising services and support services, namely, offering technical and business management assistance and assistance with product commercialization for the establishment and operation of landscape lighting businesses which offer lighting consultation, design, installation and maintenance and repair of residential and commercial landscape lighting.* 037-Landscape lighting services, namely installation and maintenance and repair of residential and commercial landscape lighting systems.* 042-Design services, namely residential and commercial landscape lighting design.	Outdoor Living Brands Intellectual Property Corporation	Registered
OUTDOOR LIGHTING PERSPECTIVES	Kuwait	87611	Jul 31, 2007	74421	Jul 31, 2007	035-Franchising services and support services, namely, offering technical and business management assistance and assistance with product commercialization for the establishment and operation of landscape lighting businesses which offer lighting consultation, design, installation and maintenance and repair of residential and commercial landscape lighting.	Outdoor Living Brands Intellectual Property Corporation	Registered
OUTDOOR LIGHTING PERSPECTIVES	Kuwait	87612	Jul 31, 2007	74422	Jul 31, 2007	037-Landscape lighting services, namely installation and maintenance and repair of residential and commercial landscape lighting systems	Outdoor Living Brands Intellectual Property Corporation	Registered
OUTDOOR LIGHTING PERSPECTIVES	Kuwait	87613	Jul 31, 2007	74423	Jul 31, 2007	042-Design services, namely residential and commercial landscape lighting design	Outdoor Living Brands Intellectual Property Corporation	Registered
OUTDOOR LIGHTING PERSPECTIVES	Saudi Arabia	1435009775	Mar 24, 2014	1435009775	Oct 28, 2014	37-Building construction; repair; installation services	Outdoor Lighting Perspectives Technology Corp.	Registered
OUTDOOR LIGHTING PERSPECTIVES	United Kingdom	UK00905873 914	Apr 17, 2007	UK00905873914	Apr 24, 2008	035-Franchising services and support services, namely, offering technical and business management assistance and assistance with product commercialization for the establishment and operation of landscape lighting businesses which offer lighting consultation, design, installation and maintenance and repair of residential and commercial landscape lighting.* 037-Landscape lighting services, namely installation and maintenance and repair of residential and commercial landscape lighting systems.* 042-Design services, namely residential and commercial landscape lighting design.	Outdoor Living Brands Intellectual Property Corporation	Registered
OUTDOOR LIGHTING PERSPECTIVES	United States of America	78/793,380	Jan 17, 2006	3,250,972	Jun 12, 2007	035-franchising services and support services, namely, offering technical and business management assistance and assistance with product commercialization for the establishment and operation of landscape lighting businesses which offer lighting consultation, design, installation and maintenance and repair of residential and commercial landscape lighting* 037-landscape lighting services, namely installation and maintenance and repair of residential and commercial landscape lighting systems* 042-design services, namely residential and commercial landscape lighting design	Outdoor Living Brands Intellectual Property Corporation	Registered

MARK	COUNTRY	APP. NO.	DATE FILED	APP. NO.	REG. DATE	CLASS AND DESCRIPTION	OWNER/INFORMANT	STATUS	
CONSERVA IRRIGATION	United States of America	86/120,313			Nov 15, 2013; 4,616,372	Oct 7, 2014	37-Installation and maintenance of residential and commercial lawn sprinkler systems	Outdoor Living Brands Intellectual Property Corporation	Registered
CONSERVA IRRIGATION and Design	United States of America	87/379,549			Mar 21, 2017; 5,389,843	Jan 30, 2018	37-Installation and maintenance of residential and commercial lawn sprinkler systems	Outdoor Living Brands Intellectual Property Corporation	Registered
YOUR SPRINKLER SYSTEM CARETAKER	United States of America	88/701,670			Nov 21, 2019; 6,098,130	Jul 7, 2020	037-Installation and maintenance of residential and commercial lawn sprinkler systems	Outdoor Living Brands Intellectual Property Corporation	Registered

## Copyright Registrations

FILE	COUNTRY	DATE FILED	REGISTRATION DATE	REG. NO.	APPLICANT	STATUS
Conserva Irrigation System Efficiency Score (SES) Report	United States of America	Sep 16, 2014	Sep 16, 2014	TX0007962994	Outdoor Living Brands Intellectual Property Corporation	Registered

## Domain Names

Name	Registrar
archadeck.com outdoorlights.com outdoorlivingbrands.com	NameCheap
ARCHADECK-CHICAGOLAND.COM ARCHADECK-WESTCOLUMBUS.COM ARCHADECK.ORG archadeckblogs.com ARCHADECKFRANCHISE.COM archadeckvideos.com BACKYARDBLISS.CO Beautiful-backyard-blog.com blowoutmysprinklers.com buffalomosquitotickcontrol.com CALLRENEWCREW.COM CASUWEL.COM COMMERCIALLANDSCAPELIGHTING.COM conservafranchise.com conservairrigation.com conservairrigationfranchise.com DECKSAFETY.ORG delawarevalleyoutdoorlights.com DESIGNAWARD.GURU DIVERSIFYYOURBUSINESS.COM EXPERTARCHITECTURALLIGHTING.COM EXPERTEXTERIORLIGHTING.COM EXPERTLANDSCAPELIGHTING.COM EXPERTOUTDOORLIGHTING.COM FREEDESIGNGUIDES.COM h20heroes.com h20heros.com h2oheros.com HOSPITALITY-LIGHTING.COM	GoDaddy

Name	Registrar
<p> hospalitydownloads.com  hospalityoutdoorlighting.com  ILLUMINATIONPERFECTED.COM  Insuranceservicebrands.com  irrigateresponsibly.com  irrigationfranchise.com  KILLTHEMDEAD.COM  LANDSCAPELIGHTINGPICTUREGALLERY.COM  LANDSCAPELIGHTSPICTUREGALLERY.COM  LIGHTINGCONTROLAUTOMATION.COM  lightingdesigncontest.com  LIGHTSMADEEASY.COM  LIGHTSOURCE360.COM  LOVINGOUTDOORLIVING.COM  MYBACKYARDBUTLER.COM  MYRENEWCREW.COM  NATIONALOUTDOORLIGHTINGMONTH.COM  Nationalrestore.com  NEWJERSEYOUTDOORLIGHTING.COM  NJOUTDOORLIGHTING.COM  NJOUTDOORLIGHTS.COM  olbmeetings.com  OLBSUPPLY.COM  olbtoolbox.com  OLPFRANCHISE.COM  OLPFRANCHISE.NET  OUTDOOR-LIGHTING-PERSPECTIVES.COM  OUTDOOR-LIGHTS.COM  OUTDOORCOMMERCIALLIGHT.COM  OUTDOORLIGHTINGFRANCHISE.COM  Outdoorlightinc.com  Outdoorlightingnashville.com  OUTDOORLIGHTINGPICTUREGALLERY.COM  OUTDOORLIGHTINGRICHMOND.COM  outdoorlightingvideos.com  OUTDOORLIGHTS1395.COM  OUTDOORLIGHTSEXPERTS.COM  OUTDOORLIGHTSFRANCHISE.COM  OUTDOORLIGHTSPICTUREGALLERY.COM  outdoorlightsvideos.com  outdoorlivingbrandsfranchise.com  outdoorlivingbusinesses.com </p>	

Name	Registrar
<p>           OUTDOORLIVINGCOMPANIES.COM            outdoorlivingconnects.com            outdoorlivingfranchise.com            outdoorlivingfranchises.com            OUTDOORLIVINGLUXURIES.COM            OUTDOORLIVINGLUXURY.COM            outdoorlivingopportunities.com            OUTDOORLIVINGPARTNERS.COM            OUTDOORLIVINGPARTNERSHIP.COM            OUTDOORLIVINGPERSPECTIVES.COM            OUTDOORLIVINGSPECIALTIES.COM            OUTDOORRENEWCREW.COM            protectmysquad.com            renewcrewcoat.com            RENUCREW.COM            RICHMOND-VIRGINIA-OUTDOOR-LIGHTING.COM            STARMISTLIGHTING.COM            St-louis-outdoor-lighting.com            thebetteroutdoorbuilder.com            THENIGHTISOURS.COM            Thescientiststudio.com            ULTIMATEBACKYARDRENOVATION.COM            VALUELANDSCAPELIGHTING.COM            VALUEREMODELERS.COM            waterresponsibly.com            archadeck.net            olbcenter.com         </p>	