

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Superior Fence & Rail Franchising, LLC		12/15/2021	Limited Liability Company: FLORIDA
Superior Fence & Rail, Inc.		12/15/2021	Corporation: FLORIDA
Superior Fence & Rail of North Florida, Inc.		12/15/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Lynx Franchising Intellectual Property, LLC		
Street Address:	2520 Northwinds Parkway, Suite 375		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3873318	SUPERIOR FENCE & RAIL, INC.	
Serial Number:	90813231	FENCE360	
CORRESPONDENCE DATA			
Fax Number:	3105518741		
<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:	3105518755		
Email:	pto-cc@gibsondunn.com		
Correspondent Name:	Mandy Robertson-Bora		
Address Line 1:	2029 Century Park East, Suite 4000		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3026		
ATTORNEY DOCKET NUMBER:	64871-00068		
NAME OF SUBMITTER:	Mandy Robertson-Bora		
SIGNATURE:	/mandy robertson-bora/		
DATE SIGNED:	12/20/2021		
Total Attachments: 13			

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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION

This **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION** (this "**Agreement**") is made and entered into as of December 15, 2021, by and among Lynx Franchising Intellectual Property, LLC, a Delaware limited liability company ("**Assignee**"), Superior Fence & Rail Franchising, LLC, a Florida limited liability company ("**SFR Franchisor**"), Superior Fence & Rail, Inc., a Florida corporation ("**SFR Oviedo**"), and Superior Fence & Rail of North Florida, Inc., a Florida corporation ("**SFR North Florida**") and, together with SFR Franchisor and SFR Oviedo, each, an "**Assignor**" and collectively, "**Assignors**"). 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 Holdco, LLC, a Delaware limited liability company ("**Purchaser**"), and Assignors have entered into the Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of the date hereof, pursuant to which, among other things, Assignors 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 Assignors' assets used in connection with or otherwise related to the Business (other than the Rollover Assets), on the terms and conditions set forth in the Purchase Agreement.

WHEREAS, in connection with transactions contemplated by the Purchase Agreement, each Assignor shall transfer to Assignee all of the right, title and interest of such 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 each Assignor's right, title and interest in and to the Assigned IP, and such 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, Assignors 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, each Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee and its successors and assigns, and Assignee hereby unconditionally accepts: (a) all of such 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 such 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 such Assignor accruing under any of the foregoing.
2. **Proxy Service and Electronic Transfer for Domain Names.** Each Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the assigned domain names on such

Assignor's behalf to authorize or request, the applicable registration authority to transfer the assigned domain names from such Assignor or such proxy service, as the case may be, to Assignee. Each Assignor agrees to cooperate with Assignee to initiate and complete the transfer process in relation to the assigned domain names electronically from such 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. Each Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, such 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. Each 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. Each 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.

ASSIGNEE:

LYNX FRANCHISING INTELLECTUAL
PROPERTY, LLC

By: 

Name: Michael Borreca

Title: Chief Financial Officer and Treasurer

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

ASSIGNORS:

SUPERIOR FENCE & RAIL FRANCHISING, LLC

By: Christopher L. Johnson
Name: Christopher L. Johnson
Title: CEO

SUPERIOR FENCE & RAIL, INC.

By: Christopher L. Johnson
Name: Christopher L. Johnson
Title: President

SUPERIOR FENCE & RAIL OF NORTH FLORIDA, INC.

By: _____
Name:
Title:

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

ASSIGNORS:

SUPERIOR FENCE & RAIL FRANCHISING, LLC

By: _____

Name:

Title:

SUPERIOR FENCE & RAIL, INC.

By: _____

Name:

Title:

**SUPERIOR FENCE & RAIL OF NORTH
FLORIDA, INC.**

By: Zach B. Peyton

Name: Zach B. Peyton

Title:

President

Attachment A

Patents and Patent Applications

None.

Trademark Registrations and Applications

Superior Fence & Rail & Rail, Inc.-Service Mark-Registration No. 3873318, Registration Date-November 9, 2010, filed by Superior Fence & Rail and licensed to Superior Fence & Rail Franchising, LLC pursuant to that certain Licensing Agreement by and between Superior Fence & Rail, Inc. and Superior Fence & Rail Franchising, LLC, dated as of January 1, 2017.

Fence360-Trademark filed on July 6, 2021 by Superior Fence & Rail Franchising, LLC-Serial Number 90813231

Copyright Registrations

None.

Domain Names

Domain Name	Status	Expiration Date	Auto-renew
athensfencing.net	Active	2022-03-06	On
athensgafence.com	Active	2022-03-06	On
<a href="http://ATLANTACU
STOMGATES.
COM">ATLANTACU STOMGATES. COM	Active	2023-03-08	On
<a href="http://ATLANTAFE
NCESUPPLY.
COM">ATLANTAFE NCESUPPLY. COM	Active	2023-03-08	On
<a href="http://CLEARWATE
RFENCE.COM">CLEARWATE RFENCE.COM	Active	2023-03-08	On
cltfencing.com	Active	2021-10-08	On
dallasfencing.net	Active	2022-09-19	On
<a href="http://DAYTONAFE
NCE.COM">DAYTONAFE NCE.COM	Active	2023-09-20	On
ddfence.com	Active	2022-02-16	On
denverfence.net	Active	2022-09-28	On

dump-king.com	Active	2022-11-02	On
fence360.net	Active	2023-03-16	On
fence360.us	Active	2023-03-16	On
fenceboise.net	Active	2022-03-06	On
fencecharlotte.net	Active	2022-03-09	On
fenceinorlando.com	Active	2023-02-02	On
fenceleecounty.com	Active	2023-05-19	On
fenceoutletjacksonville.com	Active	2023-04-29	On
FENCESORLANDO.COM	Pending ICANN Required Verification	2024-07-13	On
fencesouthatl.com	Active	2023-03-19	On
fencewoodlands.com	Active	2023-02-03	On
fencingarkansas.com	Active	2023-07-23	On
fencingatlanta.net	Active	2022-12-17	On
fencingaustin.com	Active	2021-09-04	On
fencingaustin.net	Active	2022-06-04	On
fencingboise.net	Active	2022-03-06	On
fencingbrevard.com	Active	2022-03-20	On
fencingbroward.com	Active	2023-02-19	On
fencingcharlotte.net	Active	2022-03-09	On
fencingct.com	Active	2023-01-01	On
fencingct.com	Active	2023-02-26	On
fencingdenton.com	Active	2022-09-19	On

fencingfortworth.com	Active	2022-09-19	On
fencinggainesville.com	Active	2022-09-11	On
FENCINGJACKSONVILLE.COM	Active	2023-03-08	On
fencingleecounty.com	Active	2023-05-19	On
fencingmesquite.com	Active	2022-09-19	On
fencingnashville.net	Active	2021-11-12	On
fencingns.com	Active	2022-12-18	On
fencingnwa.com	Active	2023-07-23	On
fencingpalmbeach.com	Active	2023-02-16	On
fencingpasco.com	Active	2023-04-19	On
fencingpensacola.com	Active	2021-11-12	On
fencingpinellas.com	Active	2023-04-25	On
fencingportrichey.com	Active	2023-04-19	On
fencingportstluccie.com	Active	2023-05-15	On
fencingraleigh.net	Active	2021-11-12	On
fencingstl.com	Active	2022-03-09	On
fencingtally.com	Active	2023-06-07	On
fencingtc.com	Active	2022-12-30	On
fencingtexas.net	Active	2023-04-14	On
FLORIDABUDGETFENCE.COM	Active	2022-05-26	On

<u>FLORIDAFENCEDIRECTORY.COM</u>	PendingICANN RequiredVerification	2024-07-13	On
<u>FLORIDAFENCEGUIDE.COM</u>	PendingICANN RequiredVerification	2024-07-13	On
<u>lakecountyfence.com</u>	Active	2022-01-15	On
<u>leecountyfencing.com</u>	Active	2023-05-19	On
<u>LEESBURGFENCE.COM</u>	PendingICANN RequiredVerification	2024-07-13	On
<u>mckinneyfence.net</u>	Active	2022-09-19	On
<u>miamifencing.com</u>	Active	2022-07-21	On
<u>mynameisredneck.com</u>	Active	2023-07-15	On
<u>omahafence.net</u>	Active	2022-11-09	On
<u>ORLANDO-FENCE.COM</u>	Active	2024-08-02	On
<u>ORLANDOFABRICATION.COM</u>	Active	2021-08-28	On
<u>ORLANDOFENCEDIRECTORY.COM</u>	Active	2024-08-02	On
<u>ORLANDOFENCEGUIDE.COM</u>	PendingICANN RequiredVerification	2024-08-02	On
<u>orlandofencing.com</u>	Active	2022-11-12	Off
<u>ORLANDOGATE.COM</u>	Active	2022-04-04	On
<u>ORLANDOGATES.COM</u>	Active	2022-04-04	On
<u>portstluciefencing.com</u>	Active	2023-04-26	On
<u>queencityfence.com</u>	Active	2022-10-06	On
<u>richmondfences.com</u>	Active	2023-02-08	On

sfrcharlotte.com	Active	2021-10-08	On
sfrmidlands.com	Active	2023-05-28	On
southwestfence.com	Active	2022-06-09	On
stlfence.net	Active	2022-03-09	On
stlouisfence.net	Active	2022-03-09	On
SUPERIORACCESSCONTRACT.COM	PendingICANN Required Verification	2023-05-04	On
SUPERIORFENCEANDRAIL.COM	PendingICANN Required Verification	2022-02-12	On
superiorfencecaustin.com	Active	2023-04-13	On
superiorfencecaustin.us	Active	2023-04-13	On
superiorfencejax.com	Active	2023-04-24	On
superiorfencepa.com	Active	2023-06-04	On
superiorfencingfl.com	Active	2023-01-05	On
swfence.com	Active	2022-06-09	On
TAMPAFENCES.COM	Active	2023-03-08	On
TAMPAGATES.COM	Active	2023-03-08	On
vinylfencedirect.com	Active	2022-01-20	On
westfence.com	Active	2022-01-18	On
woodlandsfence.net	Active	2023-02-03	On
bordercontrolfencing.com		2023-02-05	
border-control-fencing.com		2023-02-05	
easyfence4u.com		2022-07-26	

ezfence2gofl.com		2022-07-26	
fence-central.com		2022-10-15	
fence-hut.com		2022-11-26	
fenceinpolk.com		2022-11-26	
fencelakeland.com		2023-11-26	
fencespares.com		2023-10-15	
kmorrison.info		2022-07-09	
kmorrison.org		2022-07-08	
mavenfence.com		2023-10-24	
maven-fence.com		2023-10-24	
mavenfencelakeland.com		2023-10-24	
mavenfences.com		2023-10-24	
morrisonk.com		2022-07-08	
myfenceproject2go.com		2023-07-26	
neknosirrom.com		2022-07-08	
outletfence.com		2023-09-29	
pvcfenceoutlet.com		2023-10-15	
sfrfence.com		2023-07-26	
sfrosceola.com		2024-01-18	
sfrpolk.com		2022-01-10	
summerlin-fence.com		2023-10-15	
superiorfence2go.com		2022-09-13	
superiorfencehouston.com		2023-07-30	

superiorfenceto go.com		2022-09-13	
thefencehut.co m		2022-11-26	