ETAS ID: TM705323

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Neighborly SPV Guarantor LLC		01/19/2022	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Neighborly Issuer LLC	
Street Address:	1010 N. University Parks Dr.	
City:	Waco	
State/Country:	TEXAS	
Postal Code:	76707	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2893559	SLIDINGSUSAN

## CORRESPONDENCE DATA

Fax Number: 3367342617

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.

Phone: 336-607-7503

tmadmin@kilpatricktownsend.com Email:

**Correspondent Name:** Tiffani D. Otey

Address Line 1: 1001 West Fourth Street

Address Line 2: c/o Kilpatrick Townsend & Stockton LLP

Address Line 4: Winston-Salem, NORTH CAROLINA 27101-2400

NAME OF SUBMITTER:	Kimberly L. Weems	
SIGNATURE:	/Kimberly L. Weems/	
DATE SIGNED:	01/28/2022	

#### **Total Attachments: 3**

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> **TRADEMARK** REEL: 007589 FRAME: 0487

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## **U.S. TRADEMARK ASSIGNMENT**

This U.S. TRADEMARK ASSIGNMENT ("<u>Assignment</u>"), effective as of the 19th day of January, 2022 is made and entered into by and between Neighborly SPV Guarantor LLC ("<u>Assignor</u>") and Neighborly Issuer LLC ("<u>Assignee</u>"). Assignor and Assignee are referred to individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

WHEREAS, Assignor is the record owner of the United States trademark registrations and trademark applications identified in the attached <u>Schedule A</u> (the "<u>Trademarks</u>");

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks, and the Parties wish to record such assignment;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Assignor hereby assigns and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor's entire rights, title, and interests in, to and under the Trademarks, including, without limitation, (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, dilutions, or other violations of the Trademarks, including without limitation the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
- 2. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademarks.
- 3. This Assignment will be binding upon and enforceable against Assignor and Assignor's respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
- 4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
- 5. This Assignment may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

## ASSIGNOR:

Neighborly SPV Guarantor LLC, a Delaware limited liability company

By:

Name:

Jon Shell

Title:

Treasurer

## **ASSIGNEE**:

Neighborly Issuer LLC, a Delaware limited liability company

By:

Name:

Jon Shell

Title:

Treasurer

# Schedule A

## Trademarks

00000000	Trademark	Application No.			Registration Date	Country/Jurisdiction	Goods/Services	Status
-	SLIDINGSUSAN	78317273	October	2893559	October 12,	United States (Federal)	Int'l Class: 20	Registered
-			22,		2004		Prefabricated	
- 8			2003				cabinet inserts	
-							and drawers	

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**RECORDED: 01/28/2022** 

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