

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEASLEY FLOORING PRODUCTS, INC.		05/07/2021	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Southwind Building Products, LLC		
Street Address:	601 Callahan Rd.		
City:	Dalton		
State/Country:	GEORGIA		
Postal Code:	30721		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4104841	FLOORS FOR LIFE	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	ipdocket@muchlaw.com		
Correspondent Name:	Adam K Sacharoff		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	Much Shelist, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0011281.0004		
NAME OF SUBMITTER:	Adam K Sacharoff		
SIGNATURE:	/adamksacharoff/		
DATE SIGNED:	02/08/2022		
Total Attachments: 5			
source=BeasleyAssignment#page1.tif			
source=BeasleyAssignment#page2.tif			
source=BeasleyAssignment#page3.tif			

CH \$40.00 4104841

source=BeasleyAssignment#page4.tif
source=BeasleyAssignment#page5.tif

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") dated this 7 day of May, 2021 (the "Effective Date") by and between Southwind Building Products, L.L.C. a Delaware limited liability company ("Buyer"), located at 601 Callahan Rd., Dalton, GA and Beasley Flooring Products, Inc., a Georgia corporation ("Seller") with Buyer and Seller jointly referred to as the ("Parties").

In consideration of the mutual covenants, agreements, representations, warranties, conditions, and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Purchased Assets: Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller, the assets set out below (collectively the "Purchased Assets" and individually referred to as a "Purchased Asset"), free and clear of all liens, restrictions and encumbrances;
 - a. The LVT inventory set out in Schedule A attached hereto and incorporated herein (the "Inventory");
 - b. All related marketing materials for the Inventory, including without limitation brochures, samples, displays, and strap sets, regardless of where located, including without limitation the content of the website www.floorsforlife.com ("Marketing Materials");
 - c. All rights, title and interest of Seller in, to and under the Mark. The term "Mark" as used in this Agreement is limited to "Floors For Life" (as identified below) and shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names and URLs (including without limitation www.floorsforlife.com), package designs, and product designs, including but not limited to all registration and/or registration application rights and all rights to prepare derivative marks, together with all goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention as the same relates to Floors For Life (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: Floors For Life
Application or Registration Number: 4104841
Description of Goods/Services: wood flooring
Date of Registration: February 28, 2012


TRADEMARK

REEL: 007628 FRAME: 0114

2. Purchase Price:

- a. The purchase price for the Purchased Assets shall be One Million, One Hundred Fifty-Four Thousand, Five Hundred Thirty-Five and no/100 Dollars (\$1,154,535.00) (the "Purchase Price"), to be paid in cash to the Seller within seven (7) days of each truck shipping that portion of the Purchase Price that is applicable to each individual shipment.;
- b. In the event Inventory is less or greater than Inventory as set out in Schedule A, the Purchase Price shall be reduced or increased as agreed to by the Parties by the amount of the change times the price for such item as set out and referenced in Schedule A;
- c. Seller is responsible for shipping the Buyer purchased Inventory to the Buyer with Seller and Buyer splitting the shipping cost of said Inventory equally between the Parties.

3. Limited Use of Mark: Notwithstanding anything to the contrary herein, Seller shall have the right, for a period not exceeding six (6) months from the date of Closing to sell through engineered wood or solid flooring product that is currently packaged in boxes containing the Mark and sold under the name of the Mark. Seller shall have no other license or other right to use the Mark.

4. Representations: Seller represents to the best of Sellers knowledge and belief the following:

- a. The Mark does not infringe upon or conflict with the right of any third party and does not infringe any copyright, trademark, patent, trade secret, or other right any third party. No past or present employee or independent contractor of Seller has an ownership interest, license, permission, or other right in or the Mark. To Seller's knowledge, there are no facts, circumstances or information that reasonably could be expected to adversely affect, limit, restrict, impair or impede the ability of Buyer to use the Mark upon Closing in the same manner as currently used and practiced by Seller;
- b. All Inventory is saleable in the normal course of the business;
- c. Seller is a Georgia corporation duly authorized to transact business under the laws of the State of Georgia. Seller has full power and authority to own, operate and sale assets and to carry on its business as now being conducted. Seller is duly qualified or registered, as the case may be, to do business in each jurisdiction where the conduct of the business requires such qualification or registration. Seller has not commenced any action or petitions under any bankruptcy or insolvency laws and does not contemplate


TRADEMARK

REEL: 007628 FRAME: 0115

any such action;

- d. Buyer is a Delaware limited liability company duly authorized to transact business under the laws of the State of Georgia. Buyer has full power and authority to own, operate and purchase assets and to carry on its business as now being conducted. Buyer is duly qualified or registered, as the case may be, to do business in each jurisdiction where the conduct of the business requires such qualification or registration. Buyer has not commenced any action or petitions under any bankruptcy or insolvency laws and does not contemplate any such action;
 - e. Seller has full power, authority and legal right to execute, deliver, and perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed by Seller and constitutes a legal valid and binding obligation of Seller enforceable against Seller in accordance with its terms;
 - f. Buyer has full power, authority and legal right to execute, deliver, and perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed by Buyer and constitutes a legal valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.
5. Closing: The closing for the consummation of the transaction contemplated by this Agreement (the "Closing") shall occur not less than thirty (30) days after the effective date of this Agreement, at such time and place as is mutually agreed upon by the parties.
 6. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the Transaction and supersedes all prior oral or written agreements, arrangements or understandings with respect thereto.
 7. Severability. If any provision of this Agreement or the application of any such provision to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provision to such Person or circumstance other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law, and in substitution for such invalid or unenforceable provision there shall be substituted a provision of similar import reflecting the original intent of the parties hereto to the extent permissible under the Law.

TRADEMARK

REEL: 007628 FRAME: 0116

8. General Disclaimer. Except as specifically stated in this Agreement, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PURCHASED ASSETS INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. Counterparts. Duplicate originals of this Agreement shall be executed, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by electronic transmission.
10. Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the internal substantive laws of the State of Georgia. Each party hereto irrevocably agrees that the courts of Bibb County, Georgia or the United States of America for the Southern District of Georgia are to have jurisdiction to settle any claims, differences or disputes which may arise out of or in connection with this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the Effective Date.

BUYER:

SOUTHWIND BUILDING PRODUCTS, LLC

By: 

Title: CEO

SELLER

BEASLEY FLOORING PRODUCTS, INC

By: 

Title: VP of Business Development

TRADEMARK

REEL: 007628 FRAME: 0117

Product Short Code	Volume Product ID	Product Description	Volume Location ID	Product Group ID	Ctns	Carton SF	
ADV-AD7	ADV-AD7	ARCTIC DRIFT	MW-FG	LVT	778	23,774.06	\$ 0.98
ADV-AB7	ADV-AB7	AUTUMN HARVEST	MW-FG	LVT	1,036	29,638.28	\$ 0.98
ADV-CP7	ADV-CP7	CHAMPAGNE FLANK	MW-FG	LVT	982	28,143.04	\$ 0.98
ADV-CT7	ADV-CT7	CANYON TRIMBER	MW-FG	LVT	1,243	32,426.91	\$ 0.98
ADV-MA7	ADV-MA7	MOUNTAIN ASH	MW-FG	LVT	1,215	35,774.57	\$ 0.98
ADV-TC7	ADV-TC7	TIDALIST CARAMEL	MW-FG	LVT	1,053	29,873.61	\$ 0.98
ESS-BV7	ESS-BV7	Bluff View	MW-FG	LVT	1,194	26,302.28	\$ 1.44
ESS-CT7	ESS-CT7	City Trail	MW-FG	LVT	1,129	26,666.98	\$ 1.44
ESS-DH7	ESS-DH7	Dakota Hills	MW-FG	LVT	1,633	26,761.46	\$ 1.44
ESS-DD7	ESS-DD7	Driewood Oak	MW-FG	LVT	1,176	27,777.12	\$ 1.44
ESS-FM7	ESS-FM7	Franklin Meadow	MW-FG	LVT	1,194	28,202.28	\$ 1.44
ESS-SB7	ESS-SB7	Sunbleached Oak	MW-FG	LVT	1,193	28,178.66	\$ 1.44
ESS-SO7	ESS-SO7	Sandcastle Oak	MW-FG	LVT	1,194	28,202.28	\$ 1.44
ESS-SW7	ESS-SW7	Summer Wheat	MW-FG	LVT	1,194	28,202.28	\$ 1.44
ESS-TP7	ESS-TP7	Tuscan Pecan	MW-FG	LVT	1,194	28,202.28	\$ 1.44
FCD-CL9	FCD-CL9	COZIBLANO	MW-FG	LVT	2,990	8,576.80	\$ 1.64
FCD-FL9	FCD-FL9	FRONTIER	MW-FG	LVT	592	17,741.12	\$ 1.64
FCD-PL9	FCD-PL9	PLAINS	MW-FG	LVT	552	17,054.40	\$ 1.64
FCD-PR9	FCD-PR9	PRAIRIE	MW-FG	LVT	127	3,796.84	\$ 1.64
FCD-SK9	FCD-SK9	SMOKE	MW-FG	LVT	835	16,708.00	\$ 1.64
FCD-SR9	FCD-SR9	SUNRISE	MW-FG	LVT	354	7,595.20	\$ 1.64
FCD-SH9	FCD-SH9	SEASIDE	MW-FG	LVT	137	4,039.04	\$ 1.64
FCD-TL9	FCD-TL9	TWILIGHT	MW-FG	LVT	142	6,043.84	\$ 1.64
FCD-BA6	FCD-BA6	ACACIA	MW-FG	LVT	3	126.08	\$ 1.50
FCD-AC6	FCD-AC6	AMERICAN CHERRY	MW-FG	LVT	319	6,177.92	\$ 1.50
FCD-AP6	FCD-AP6	Antique Pine	MW-FG	LVT	1,362	21,445.36	\$ 1.50
FCD-BC6	FCD-BC6	BRAZILIAN CHERRY	MW-FG	LVT	944	13,300.64	\$ 1.50
FCD-BI6	FCD-BI6	BIRCH	MW-FG	LVT	790	12,455.00	\$ 1.50
FCD-DH6	FCD-DH6	DORSIDE HICKORY	MW-FG	LVT	1,216	19,258.72	\$ 1.50
FCD-RH6	FCD-RH6	HICKORY	MW-FG	LVT	2,777	44,993.88	\$ 1.50
FCD-MA6	FCD-MA6	MAPLE	MW-FG	LVT	3,059	48,308.56	\$ 1.50
FCD-OR6	FCD-OR6	OAK	MW-FG	LVT	258	3,946.00	\$ 1.50
FCD-PH6	FCD-PH6	PINE	MW-FG	LVT	153	2,656.32	\$ 1.50
FCD-SP6	FCD-SP6	SALTED PINE	MW-FG	LVT	1,023	15,122.48	\$ 1.50
FCD-WC6	FCD-WC6	Weathered Cedar	MW-FG	LVT	2,524	34,036.24	\$ 1.50
KCV-AD7	KCV-AD7	AGELESS OAK	MW-FG	LVT	372	5,385.68	\$ 1.01
KCV-RW7	KCV-RW7	BARRWOOD	MW-FG	LVT	468	11,063.52	\$ 1.01
KCV-OC7	KCV-OC7	CYBERCAST	MW-FG	LVT	216	5,106.34	\$ 1.01
KCV-WB7	KCV-WB7	WATERKEY BARREL	MW-FG	LVT	312	7,375.68	\$ 1.01
BLK-1823	BLK-1823	BLK RPLAYS-1823	MW-FG	Samples	126	126	\$ 800
SFC2118	SFC2118	Strap Set- Flex Core Distinctions	MW-FG	Samples	682	682	\$ 10.00
SFCR118	SFCR118	Strap Set- Flex Core Naturals	MW-FG	Samples	679	679.01	\$ 10.00
SFCV118	SFCV118	Strap Sets- Rigid Core Values	MW-FG	Samples	694	694	\$ 10.00
						759,520.94	\$ 1,154,525

