

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM735557

<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>
Rooney Land Development, LLC		04/30/2021	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mammoth Holdings, LLC		
<b>Street Address:</b>	2200 Century Pkwy NE		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30345		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5219695	PUREMAGIC CARWASH	
<b>Registration Number:</b>	5152748	PUREMAGIC CARWASH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	mrussell@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 2:</b>	Mark Russell		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	27208.125001		
<b>NAME OF SUBMITTER:</b>	Mark Russell		
<b>SIGNATURE:</b>	/Mark Russell/		
<b>DATE SIGNED:</b>	06/17/2022		
<b>Total Attachments: 5</b>			
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source=Red Dog Pure Magic trademark assignment#page3.tif			

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Assignment”) is made, entered into and effective as of April 30, 2021 by and between Rooney Land Development, LLC, a Tennessee limited liability company (“Assignor”) and Mammoth Holdings, LLC, a Georgia limited liability company (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Membership Interest Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and the other parties thereto (the “Purchase Agreement”).

## RECITALS:

**WHEREAS**, Assignor has adopted and used and is the owner of certain intellectual property, including trademarks and trademark registrations and applications to register trademarks (collectively, the “IP”), including the IP set forth on **Schedule 1** hereto;

**WHEREAS**, by virtue of the Purchase Agreement, Assignor is interested in assigning to the Assignee all of Assignor’s right, title, and interest in and to the IP related to the Business, including those set forth on **Schedule 1** hereto, including the goodwill associated therewith (collectively, the “Assigned IP”);

**WHEREAS**, by virtue of the Purchase Agreement, Assignee is interested in acquiring all right, title, and interest in and to the Assigned IP.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

**1. IP Assignment**. Assignor hereby irrevocably conveys, transfers and assigns to the Assignee, and the Assignee hereby accepts, any and all right, title and interest of Assignor in and to the Assigned IP, including the goodwill associated therewith and the right to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, dilution or other violation thereof or damage thereto, if any, and all rights to apply for, revive and maintain all registrations, renewals and/or extensions thereof.

**2. Recordal and Perfection**. Assignee shall have the right, at Assignee’s cost and expense, to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned IP. Assignor further hereby agrees to execute and deliver to Assignee, its successors and assigns, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing or defending Assignee’s complete, exclusive, and worldwide ownership of all right, title and interest in and to the Assigned IP.

**3. Entire Agreement**. This Assignment, the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement), and the other documents entered into connection with the Purchase Agreement contain the entire agreement of the parties with regard to

the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Assignment.

4. **Governing Law**. This Agreement and the Ancillary Agreements and any dispute arising out of or relating to or in connection with this Agreement or any Ancillary Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. **EACH PARTY ABSOLUTELY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.**

5. **Counterparts**. This Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

6. **Language**. In the event of any conflict between the English language version of this Assignment and any translation hereof, the English language version shall prevail.

7. **Conflicts Between Agreements**. This Assignment is made pursuant to the Purchase Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

*(Signatures begin on following page)*

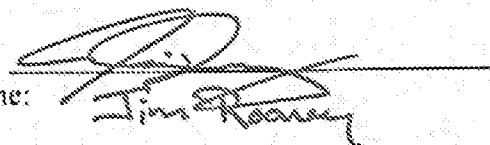
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed effective as of the date first above written.

ASSIGNOR:

ROONEY LAND DEVELOPMENT, LLC

By:

Name:

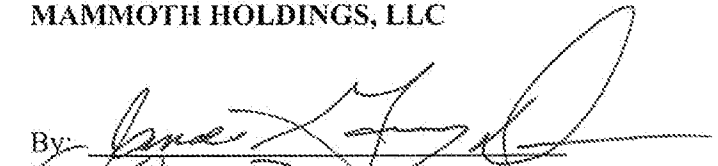
A handwritten signature in black ink, appearing to read "Tim Rooney", is written over a horizontal line. The signature is stylized and cursive.

*[Signature Pages to Intellectual Property Assignment Agreement]*

TRADEMARK  
REEL: 007756 FRAME: 0435

ASSIGNEE:

MAMMOTH HOLDINGS, LLC

By:   
Name: GARY DENNIS  
Title: CEO

*[Signature Pages to Intellectual Property Assignment Agreement]*

**SCHEDULE 1**

**IP**

<b>Trademark</b>	<b>Registration</b>	<b>Registration date</b>	<b>Class</b>
 The logo features a stylized water drop on the left containing a circular emblem with a vertical line. To the right, the text "PureMagic" is in a bold, sans-serif font, with "CARWASH" in a smaller, bold, sans-serif font below it, all enclosed in a rectangular border.	5,219,695	June 6, 2017	IC 037. US 100 103 106. G & S: Automobile cleaning and car washing; Vehicle polishing; Vehicle detailing.
PUREMAGIC CARWASH	5152748	February 28, 2017	IC 037. US 100 103 106. G & S: Car washing.