

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM766791

<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>
Vector Land LLC		03/31/2021	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KSW Holding LP		
<b>Street Address:</b>	2602 Lillian Miller Parkway		
<b>City:</b>	Denton		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76210		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5776086	IRON MANOR	
<b>Registration Number:</b>	5328109	BIG SKY BARN	
<b>Registration Number:</b>	5328085	BIG SKY BARN	
<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>	npatel@canadalewis.com		
<b>Correspondent Name:</b>	Nirali Patel		
<b>Address Line 1:</b>	5550 Granite Parkway		
<b>Address Line 4:</b>	Plano, TEXAS 75024		
<b>NAME OF SUBMITTER:</b>	Nirali Patel		
<b>SIGNATURE:</b>	/Nirali Patel/		
<b>DATE SIGNED:</b>	11/09/2022		
<b>Total Attachments: 5</b>			
source=20221109 Vector Land_ Fully Executed#page1.tif			
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OP \$90.00 5776086



## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), effective on March 31, 2021, is executed by and between Vector Land, LLC ("Assignor"), a Texas limited liability company, located at 13576 Forest Lane, Montgomery, Texas 77356 and KSW Holding IP, ("Assignee"), a Texas limited partnership located at 2602 Lillian Miller Parkway, Denton, Texas 76210. The Assignor and the Assignee are hereinafter referred to, individually as "Party" and collectively, as "Parties".

### RECITALS

WHEREAS, Assignor owns the entire right, title, goodwill, and interest in and to certain U.S. trademarks and services marks as listed in attached Exhibit A hereto and all issuances, extensions, and renewals thereof (collectively the "Assigned Trademarks");

WHEREAS, pursuant to that certain bill of sale dated March 31, <sup>2021</sup>~~2022~~, attached hereto and incorporated herein as Exhibit B, Assignee purchased from the Assignor the Assigned Mark from the Assignor;

WHEREAS, the Assignor wishes to transfer to the Assignee the entire rights, title, goodwill, and interest in and to the Assigned Trademarks in accordance with the terms and conditions of this Agreement;

WHEREAS, Assignor desires to assign all such right, title and interest in and to the Assigned Trademarks to Assignee, upon the terms and condition herein; and

### AGREEMENT

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

1. Assignment. For and in consideration of the sum of \$10.00 US dollars paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Assigned Trademarks and to the following:

- (a) Assigned Trademarks together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) all rights of any kind whatsoever of Assignor accruing under the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of Assigned Trademarks; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office [and the officials of corresponding entities or agencies in any applicable jurisdictions] to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be [reasonably] necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Texas. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

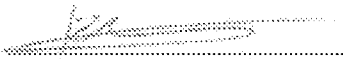
6. Miscellaneous. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative as of the day and year above written.

ASSIGNOR:

Vector Land, LLC  
a Texas limited liability company

By:   
Ryan Aikin, President

ASSIGNEE:

KSW Holding, LP  
a Texas limited partnership  
By: KSW HOLDING MGMT, LLC  
a Texas limited liability company  
its general manager


By:   
Keith Walters, President

EXHIBIT A

Assigned Trademarks


Trademark	Registration Number	Registration Date	International Class
IRON MANOR	5776086	June 11, 2019	041; 043; 045
	5328109	November 7, 2017	041; 043; 045
BIG SKY BARN	5328085	November 7, 2017	041; 043; 045

EXHIBIT B  
BILL OF SALE