

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crush Event Design, LLC		01/26/2022	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Peachtree Tents and Events, LLC		
Street Address:	5901 California Avenue		
Internal Address:	Suite 218		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37209		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5227058	CRUSH	
Registration Number:	5227059	CRUSH EVENT DESIGN	
CORRESPONDENCE DATA			
Fax Number:	9723789115		
<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:	9723789111		
Email:	trademark@fbfk.law		
Correspondent Name:	Kelly Kubasta		
Address Line 1:	2500 Dallas Parkway		
Address Line 2:	Suite 600		
Address Line 4:	Plano, TEXAS 75093		
NAME OF SUBMITTER:	Kubasta, Kelly		
SIGNATURE:	/Kelly Kubasta/		
DATE SIGNED:	11/17/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**IP Assignment**”), dated as of January 26, 2022, is made by Crush Event Design, LLC, a Georgia limited liability company (“**Seller**”), in favor of Peachtree Tents and Events, LLC, a Delaware limited liability company (“**Buyer**”), in connection with that certain Asset Purchase Agreement, dated of even date herewith, by and among the Seller, the Buyer and the other parties thereto (the “**Purchase Agreement**”), pursuant to which the Buyer purchased and acquired substantially all of the assets of the Seller.

WHEREAS, under the terms of the Purchase Agreement, the Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain Intellectual Property (as defined in the Purchase Agreement) of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, the Secretary of State of the State of Georgia, and corresponding entities or agencies in any applicable jurisdictions, to the extent necessary to transfer the Purchased IP (as defined in the Purchase Agreement) to Buyer;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the Purchased IP, which includes, without limitation:

(a) any and all names, tradenames, or assumed names, including, but not limited to, the trade or assumed name “Crush Event Design”;

(b) the domain name www.crusheventdesign.com and all content located thereat;

(c) any and all trademarks and service marks, whether registered or unregistered, and all trademark and service mark registrations and applications, including, but not limited to, the marks set forth on Schedule A attached hereto, and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(d) any and all copyright registrations, applications for registration, and exclusive copyright licenses and all issuances, extensions, and renewals thereof (the “Copyrights”);

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, the Secretary of State of the State of Georgia, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto, including any assignments that may be necessary to file any Assigned IP with the Commissioner for Trademarks in the United States Patent and Trademark office, the register of Copyrights in the United States Copyright Office, the Secretary of State of the State of Georgia, or the officials of corresponding entities or agencies in any applicable jurisdictions.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to the representations and warranties of the Seller relating to the Purchased Assets (as defined in the Purchase Agreement), are incorporated herein by reference and adopted by the Seller and the Buyer. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, modified or altered in any way hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed and delivered 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 IP 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 IP Assignment.

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


6. Governing Law. All questions concerning the construction, validity and interpretation of this IP Assignment shall be governed by the laws of the State of Texas applicable to agreements made and to be performed entirely within such state, without regard to choice of law provisions thereof. Any action to enforce this IP Assignment shall be brought in a court of competent jurisdiction in and for Collin County, Texas.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

CRUSH EVENT DESIGN, LLC,
a Georgia limited liability company

By: 
Name: Tracy Dorminy Jarvis
Title: Manager

BUYER:

PEACHTREE TENTS AND EVENTS, LLC
a Delaware limited liability company

By: Peachtree Tents and Events Holdings, LLC,
a Delaware limited liability company,
its sole managing member

By: _____
Name: Mark Pasterik
Title: President

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

CRUSH EVENT DESIGN, LLC,
a Georgia limited liability company

By: _____

Name: Tracy Dorminy Jarvis

Title: Manager

BUYER:

PEACHTREE TENTS AND EVENTS, LLC
a Delaware limited liability company

By: Peachtree Tents and Events Holdings, LLC,
a Delaware limited liability company,
its sole managing member

By:  _____

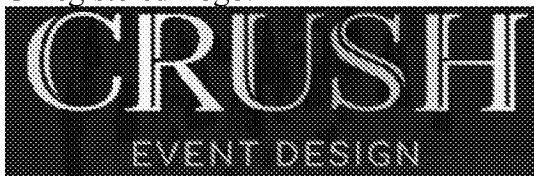
Name: Mark Pasterik

Title: President

SCHEDULE A

Trademarks

1. Crush Event Design (unregistered tradename)
2. Crush Event Rental (unregistered tradename)
3. Unregistered Logo:



4. Crush Event Design – United States Patent and Trademark Office Principal Register Registration for Word Mark and Design plus Words, Registration No. 5227059, 6/20/17.

