

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM790943

|   |  |                       |                            |
|---|--|-----------------------|----------------------------|
| <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>         |
| Warm Cookie Company LLC   |  | 01/14/2023            | Limited Liability Company: |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                            |
| <b>Name:</b>  | Daybreak Construction, Inc.                        |                       |                            |
| <b>Street Address:</b>  | 2911 Sulphur Wells Rd                              |                       |                            |
| <b>City:</b>  | Salado   |                       |                            |
| <b>State/Country:</b>   | TEXAS  |                       |                            |
| <b>Postal Code:</b>   | 76571  |                       |                            |
| <b>Entity Type:</b>   | Corporation: TEXAS                                 |                       |                            |
| <b>Name:</b>  | Daybreak Construction, Inc.                        |                       |                            |
| <b>Street Address:</b>  | 2911 Sulphur Wells Rd                              |                       |                            |
| <b>City:</b>  | Salado   |                       |                            |
| <b>State/Country:</b>   | TEXAS  |                       |                            |
| <b>Postal Code:</b>   | 76571  |                       |                            |
| <b>Entity Type:</b>   | Corporation: TEXAS                                 |                       |                            |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                            |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                            |
| Registration Number:  | 5425530  | WARM COOKIE COMPANY   |                            |
| <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>Phone:</b>   | 254-289-7777                                       |                       |                            |
| <b>Email:</b>   | tpotts@daybreakconstructioninc.com                 |                       |                            |
| <b>Correspondent Name:</b>  | Terry D Potts                                      |                       |                            |
| <b>Address Line 1:</b>  | 2911 Sulphur Wells Rd                              |                       |                            |
| <b>Address Line 4:</b>  | Salado, TEXAS 76571                                |                       |                            |
| <b>NAME OF SUBMITTER:</b>   | Terry D Potts                                      |                       |                            |
| <b>SIGNATURE:</b>   | /Terry D Potts/                                    |                       |                            |
| <b>DATE SIGNED:</b>   | 03/01/2023   |                       |                            |

**Total Attachments: 6**

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## Trademark Assignment

This **Trademark Assignment** (hereinafter referred to as the "Assignment") is made and entered into on January 14, 2023 (the "Effective Date") by and between the following parties:

**Warm Cookie Company LLC**  
a Texas Limited Liability Company (LLC)  
7425 West Adam's Ave, suite170  
Temple, Texas 76502

(the "Assignor")

**AND**

**Daybreak Construction, Inc.**  
a Texas S-Corporation  
2911 Sulphur Wells Rd  
Salado, Texas 76571

(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

### **I. ASSIGNMENT.**

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right

that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

## **2. WARRANTY.**

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

## **3. GOVERNING LAW.**

This Assignment is governed by, and is to be construed in accordance with the laws of the State of Texas.

## **4. ENTIRE AGREEMENT.**

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

## **5. SEVERABILITY.**

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.


## **6. ADVICE OF COUNSEL.**

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT

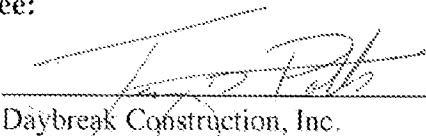
LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:

By:  Date: 1/17/23  
Warm Cookie Company LLC

Assignee:

By:  Date: 1/12/23  
Daybreak Construction, Inc.

[Notary Acknowledgement to Follow]

## Exhibit A

### List of Trademark/Service Mark

Trademark/Service mark: Warm Cookie Company

Registration/Application number: 5425530

Dated: October 06, 2016

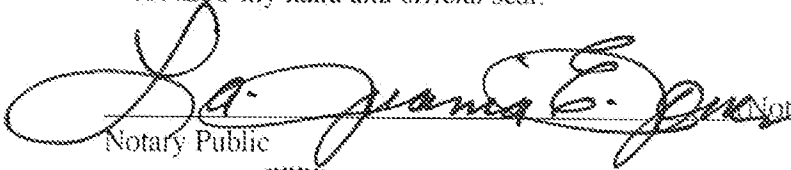
## Assignor Acknowledgement

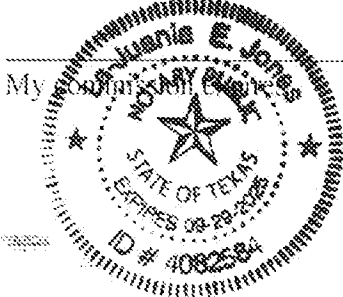
State of TEXAS )  
County of BELL )

On <sup>2-29</sup> ~~February 19, 2023~~ before me the undersigned Notary Public, personally appeared Warm Company LLC ASSIGNOR, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public (Notary Seal)



**Assignee Acknowledgement**

State of TEXAS )  
County of BELL )

On January 12, 2023 before me the undersigned Notary Public, personally appeared TERRY D BETTS ASSIGNEE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christi Oxenreider (Notary Seal)  
Notary Public

My commission expires

