

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Koala Franchise, LLC		04/13/2023	Limited Liability Company: FLORIDA
Wallaby Franchise, LLC		04/13/2023	Limited Liability Company: FLORIDA
Scott A. Marr		04/13/2023	INDIVIDUAL:
Carbon Ceiling, LLC		04/13/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Lynx Franchising Intellectual Property, LLC		
Street Address:	2520 Northwinds Parkway, Suite 375		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6006546	KOALA INSULATION	
Registration Number:	6007883	KOALA INSULATION	
Registration Number:	6173027		
Registration Number:	6079379	DELIVERING EFFICIENCY. IMPROVING COMFORT	
Serial Number:	97139182	WALLABY WINDOWS	
Serial Number:	97139823		
Serial Number:	97636195	KOALA	
Serial Number:	97636225	KOALA	
Serial Number:	97636236	KOALA DUCT CLEANING	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		

CH \$240.00 6006546

Email: skann@gibsondunn.com
Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 64871-00059

NAME OF SUBMITTER: Stephanie Kann

SIGNATURE: /stephanie kann/

DATE SIGNED: 04/21/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of April 13, 2023, by and among Lynx Franchising Intellectual Property, LLC, a Delaware limited liability company (“**Assignee**”), Koala Franchise, LLC, a Florida limited liability company (“**Koala Franchise**”), Wallaby Franchise, LLC, a Florida limited liability company (“**Wallaby Franchise**”), Scott A. Marr (“**Marr**”), and Carbon Ceiling, LLC, a Florida limited liability company (“**Carbon Ceiling**” and, together with Koala Franchise, Wallaby Franchise and Marr, each, an “**Assignor**” and collectively, “**Assignors**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Outdoor Living Brands Holdco, LLC, a Delaware limited liability company (“**Purchaser**”), Koala Franchise, Wallaby Franchise, Marr, and Bobcat Group Holdings, L.P., a Delaware limited partnership have entered into the Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the date hereof, pursuant to which, among other things, Assignors have agreed to sell, convey, assign and otherwise transfer to Purchaser, and Purchaser has agreed to purchase, acquire, and take delivery of, all right, title, and interest in and to substantially all of Assignors’ assets used in connection with or otherwise related to the Business (other than the Rollover Assets), on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, in connection with transactions contemplated by the Purchase Agreement, each Assignor agreed to transfer to Assignee all of the right, title and interest of such Assignor in and to the trademarks and trademark applications (in each case, together with all goodwill associated therewith and symbolized thereby), copyrights and copyright applications and domain names set forth on **Attachment A** attached hereto (the “**Assigned IP**”).

WHEREAS, Assignee wishes to acquire all of each Assignor’s right, title and interest in and to the Assigned IP, and such Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee hereby covenant and agree as follows:

1. **Transfer of Assigned IP.** Effective as of the Closing, on the terms and subject to the conditions set forth in the Purchase Agreement, each Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee and its successors and assigns, and Assignee hereby unconditionally accepts: (a) all of each such Assignor’s right, title and interest in and to the Assigned IP (in each case, together with all goodwill associated therewith and symbolized thereby), (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Assigned IP and (ii) sublicenseable or assignable; (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to each such Assignor with respect to any of the foregoing; (d) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP; and (e) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of each such Assignor accruing under any of the foregoing.

2. Proxy Service and Electronic Transfer for Domain Names. Each Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the assigned domain names on such Assignor's behalf to authorize or request, the applicable registration authority to transfer the assigned domain names from such Assignor or such proxy service, as the case may be, to Assignee. Each Assignor agrees to cooperate with Assignee to initiate and complete the transfer process in relation to the assigned domain names electronically from such Assignor's account to Assignee's account and servers.
3. Further Assurances. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, promptly after the reasonable request of the other party hereto, such further instruments of assignment and assumption and to take such other action as such other party may reasonably request to more effectively consummate the assignment and assumption contemplated by this Agreement. Each Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, such Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns. Each Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, the Commissioner for Copyrights of the United States Copyright Office and any other government authority to record and register this Agreement upon request by Assignee. Each Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other government authority to record and register this Agreement upon request by Assignee.
4. Conflicts. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the obligations of the parties contained in the Purchase Agreement or the survival thereof.
5. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement. This Agreement, to the extent actually signed and delivered by email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, the other party hereto shall re-execute original forms thereof and deliver them to the other party. No party hereto shall raise the use of email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through email as a defense to the formation of a contract and each party forever waives any such defense, except to the extent such defense related to lack of authenticity.
6. Governing Law; Venue. This Agreement, the rights of the parties hereunder and all actions, suits or proceedings arising in whole or in part under or in connection herewith, will be governed by and construed and enforced in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Each of the parties, by its execution hereof, hereby (i) irrevocably submits to the exclusive jurisdiction of the United States District Court located in the State of Delaware and the state courts of the State of Delaware for the purpose of any action among any of the parties relating to or arising in whole or in part under or in connection with this Agreement, the transactions contemplated by this Agreement, the Purchase Agreement or any ancillary agreement, (ii) waives to the extent not prohibited by applicable law, and agrees not to assert by way of motion, as a defense or otherwise, in any such legal proceeding, any claim that it

is not subject personally to the jurisdiction of the above named courts, that its property is exempt or immune from attachment or execution, that any such legal proceeding brought in one of the above-named courts should be dismissed on grounds of forum non conveniens, should be transferred or removed to any court other than one of the above-named courts or that this Agreement, the Purchase Agreement or the subject matter hereof or thereof may not be enforced in or by such court.

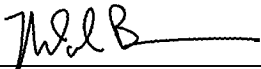
7. WAIVER OF JURY TRIAL. THE PARTIES TO THIS AGREEMENT EACH HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY.
8. Entire Agreement. This Agreement, the Purchase Agreement, and each additional agreement and document referred to herein and therein constitute the entire agreement of the parties, superseding and extinguishing all prior agreements and understandings, representations and warranties, relating to the subject matter hereof.
9. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
10. Severability. Any provision hereof that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties hereto will attempt in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

ASSIGNEE:

**LYNX FRANCHISING INTELLECTUAL
PROPERTY, LLC**

By: 
Name: Michael Borreca
Title: Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

ASSIGNORS:

KOALA FRANCHISE, LLC

By: Scott Marr
Name: Scott Marr
Title: CEO

WALLABY FRANCHISE, LLC

By: Scott Marr
Name: Scott Marr
Title: CEO

SCOTT A. MARR

Scott Marr

CARBON CEILING, LLC

By: Scott Marr
Name: Scott Marr
Title: Member

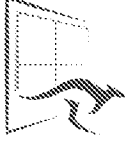
Attachment A

Patents and Patent Applications

N/A

Trademark Registrations and Applications

Country	Mark	Application Number	Filing Date	Registration Number	Registration Date
U.S.	KOALA INSULATION	88/567,099	August 5, 2019	6,006,546	March 10, 2020
U.S.		88/589,220	August 22, 2019	6,007,883	March 10, 2020
U.S.		88/692,749	November 14, 2019	6,173,027	October 13, 2020
U.S.	Delivering Efficiency. Improving Comfort.	88/692,797	November 14, 2019	6,079,379	March 31, 2020
Canada	KOALA	2145789	November 8, 2021		
Canada		2145790	November 8, 2021		
Canada	KOALA INSULATION	2145791	November 8, 2021		
Canada		2145792	November 8, 2021		
Canada		2145793	November 8, 2021		
U.S.	WALLABY WINDOWS	97/139,182	November 23, 2021		

Country	Mark	Application Number	Filing Date	Registration Number	Registration Date
U.S.		97/139,823	November 23, 2021		
U.S.	KOALA	97/636,195	October 18, 2022		
U.S.	<i>Koala</i>	97/636,225	October 18, 2022		
U.S.	KOALA DUCT CLEANING	97/636,236	October 18, 2022		

Copyright Registrations

N/A

Domain Names

1. www.KoalaInsulation.com
2. www.CallKoala.com
3. Carboncapper.com
4. Carboncappers.com
5. Carbonceiling.com
6. Carbon-ceiling.com
7. Carbonceiling.org
8. Carboncieling.com
9. Carbonkoala.com
10. Carbonsealer.com
11. Carbonsealing.com
12. Coalainsulation.com
13. Coolasakoala.com
14. Koalaductcleaning.com
15. Koalafluff.com
16. Koalafoam.com
17. Koalainstalation.com
18. Koalainstallation.com
19. Koalainsulation.co
20. Koala-insulation.com
21. Koalainsulation.net
22. Koalainsulation.org
23. Koalainsulation.us
24. Koalainsullation.com
25. Koalame.com

26. Koalaserv.com
27. Koalaserve.com
28. Kualainsulation.com
29. Obiejuan.com
30. Outbackobie.com
31. Qualafoam.com
32. Qualainsulation.com
33. Quali foam.com
34. Wallabywindows.com
35. Koalahqstore.com
36. WallabyHQstore.com