

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM817000

<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>
Swift-Train Company, LLC.		08/26/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Happy Feet International, LLC.		
<b>Street Address:</b>	529 Rollins Industrial Blvd		
<b>City:</b>	Ringgold		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30736		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5392304	PINNACLE	
<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>	6157265581		
<b>Email:</b>	elanquist@bakerdonelson.com		
<b>Correspondent Name:</b>	Edward D Lanquist, Jr.		
<b>Address Line 1:</b>	1600 West End Avenue, Suite 2000		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37203		
<b>NAME OF SUBMITTER:</b>	Edward D. Lanquist, Jr.		
<b>SIGNATURE:</b>	/Edward D. Lanquist, Jr./		
<b>DATE SIGNED:</b>	06/13/2023		
<b>Total Attachments: 4</b>			
source=Swift-Train_Happy Feet - Intellectual Property Assignment Agreement (Fully Executed with Exhibit)#page1.tif			
source=Swift-Train_Happy Feet - Intellectual Property Assignment Agreement (Fully Executed with Exhibit)#page2.tif			
source=Swift-Train_Happy Feet - Intellectual Property Assignment Agreement (Fully Executed with Exhibit)#page3.tif			

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Swift-Train Company, LLC, a Texas limited liability company (“**Swift-Train**”), and Happy Feet International LLC, a Georgia limited liability company (“**Happy Feet**”), enter into this Intellectual Property Assignment Agreement (“**Agreement**”) as of the date of the last signature hereto (“**Effective Date**”).

**WHEREAS**, Swift-Train is the owner of all right, title, and interest in and to: (i) the domain names set forth on **Exhibit A** attached to this Agreement (collectively, the “**Domain Names**”); (ii) the United States trademark registration set forth on **Exhibit A** attached to this Agreement and the trademark described therein (collectively, the “**Mark**”); (iii) all common law and statutory rights associated with the Domain Names and the Mark (together with the Domain Names and the Mark, the “**IP**”); and (iv) the goodwill of the business related to the IP.

**WHEREAS**, Swift-Train desires to assign to Happy Feet, and Happy Feet desires to acquire, all of Swift-Train’s right, title, and interest in and to the Mark, all goodwill associated therewith and symbolized thereby, and all its rights appurtenant thereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which Swift-Train acknowledges by its execution below:

1. **Assignment.** Swift-Train hereby irrevocably sells, conveys, transfers, and assigns to Happy Feet, and Happy Feet hereby accepts, all of Swift-Train’s right, title, and interest in and to the following:

(a) the IP, together with the goodwill of the business connected with the use of, and symbolized by, the IP;

(b) all rights of registration, maintenance, renewal, and protection of the IP;

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

(d) 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

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the Effective Date, 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. **Payment.** Within five business days after the Effective Date, Happy Feet will pay Swift-Train \$22,500.00 (the “**Payment**”). The Payment will be made payable to “Swift-

Train Company, LLC” and delivered to Parker Poe Adams & Bernstein LLP, 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601.

3. **Further Assurances.** Swiff-Train authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other governmental officials to record and register this Agreement upon request by Swiff-Train or Happy Feet. Swiff-Train agrees to perform all reasonable and proper additional acts, including providing the transfer authorization codes for the Domain Names, and to execute any additional documents which Happy Feet may request in order to transfer Swiff-Train’s rights, title, and interest in and to the IP and the rights appurtenant thereto to Happy Feet, its successors, or assigns.

4. **Release.** Swiff-Train hereby releases Happy Feet from any claims arising out of Happy Feet’s use of the Mark prior to the Effective Date.

5. **Title Representation.** Swiff-Train represents to Happy Feet that Swiff-Train is the sole owner of the Domain Names and the United States trademark registration set forth on **Exhibit A** and that Swiff-Train has timely paid all fees owed to the USPTO and the applicable domain name registrars in connection therewith. Swiff-Train disclaims all other warranties, express or implied, including any warranties of validity or non-infringement.

6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by 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 Agreement.

7. **Governing Law.** This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

*[signature page follows]*

IN WITNESS WHEREOF, the parties execute this Agreement by signature of their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

Swift-Train Company, LLC

Signature: Rob Baker

Printed Name: Rob Baker

Title: CFO & Treasurer

Date: 8/26/2022

ASSIGNEE:

Happy Feet International LLC

Signature: Matt Ferguson

Printed Name: Matt Ferguson

Title: CFO

Date: 8-17-22

**Exhibit A**

**Trademarks:**

Trademark	Country	Registration Number
PINNACLE	US	5392304

**Domain Names:**

Domain Name	Transfer Authorization Code
pinnacleflooring.com	1BZDF3(1..7^630F
pinnacleinteriorelements.net	136=%W@7A0SQ46A2
pinnacleelement.com	/8NV)#5FF3B?4D?9
pinnacleinteriorelements.com	278AWUM%??96\$/N0
pinnaclewoodflooring.com	7QA(/0K\$W1604D86
pinnacleelements.com	^%W7DC48E66KPB34
pinnaclehardwoodfloors.com	DF3LD4%A)7=.4B9V