

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900773102

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gentle Transitions of California, Inc.		05/01/2023	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Corporate Relocation, LLC
Street Address:	1432 Wainwright Way, Suite 100
City:	Carrollton
State/Country:	TEXAS
Postal Code:	75007
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2146035	GENTLE TRANSITIONS

CORRESPONDENCE DATA

Fax Number: 6123713207
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.
Phone: 612-371-6225
Email: deschanej@ballardspahr.com
Correspondent Name: Jodi A. DeSchane
Address Line 1: 2000 IDS Center, 80 South 8th Street
Address Line 4: Minneapolis, MINNESOTA 55402-2119

ATTORNEY DOCKET NUMBER:	00388589
NAME OF SUBMITTER:	Jodi A. DeSchane
SIGNATURE:	/Jodi A. DeSchane/
DATE SIGNED:	06/15/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”), is made effective as of May 1, 2023 (the “**Effective Date**”), by and between Gentle Transitions of California, Inc., a California corporation (“**Assignor**”), and Corporate Relocation, LLC, a Texas limited liability (“**Assignee**”). Assignor and Assignee are referred to hereinafter collectively as the “**Parties**” and each as a “**Party**”.

A. Assignor is the owner of the trademarks set forth on Attachment A hereto (the “**Trademarks**”);

B. Assignor, Assignee and certain other persons are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as may be amended from time to time, the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in, to and under the Trademarks, and Assignee has agreed to purchase such Trademarks on the terms and conditions set forth in the Purchase Agreement.

C. Assignee is a successor to the business of Assignor to which the Trademarks pertain, which business is ongoing and existing.

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Assignor hereby assigns and transfers exclusively to Assignee all right, title and interest of Assignor throughout the world in perpetuity in and to the Trademarks identified in Attachment A hereto, together with (i) all goodwill of the business symbolized by or associated with the Trademarks, (ii) all existing United States (federal and state) and foreign country applications and registrations for the Trademarks as identified in Attachment A hereto and all extensions and renewals thereof, (iii) the right to sue or make claims for any past, present or future infringement, misappropriation or unauthorized use of any of the Trademarks, (iv) the right to all income, royalties, damages and other payments that are now or may hereafter become due or payable with respect to any of the Trademarks, including, without limitation, damages for any past, present or future infringement, misappropriation or unauthorized use of any of the Trademarks, and (v) all other corresponding rights in and to the Trademarks that are or may be secured under the laws of the United States (federal or state) or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and licensees, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. **Further Action.** Assignor will take all actions and execute and deliver all documents that are reasonably necessary or otherwise reasonably requested by Assignee, its successors, legal representatives and/or assigns to give effect to the terms of this Assignment and to perfect Assignee’s title in and to the Trademarks.

3. **Recordation.** Assignor authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as

the assignee and owner of the assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the federal trademark law of the United States and the laws of the State of Minnesota, without giving effect to any choice of law or conflicting provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Minnesota.

5. **General Provisions.** This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail will be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment will not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

* * * * *

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the Parties as of the Effective Date.

ASSIGNOR:

GENTLE TRANSITIONS OF CALIFORNIA, INC.

DocuSigned by:
GREGORY GUNDERSON
By: _____
Name: Gregory B. Gunderson
Title: President

ASSIGNEE:

CORPORATE RELOCATION, LLC

By: _____
Name: Anthony Horton
Title: Chief Executive Officer

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the Parties as of the Effective Date.

ASSIGNOR:

GENTLE TRANSITIONS OF CALIFORNIA, INC.

By: _____
Name: Gregory B. Gunderson
Title: President

ASSIGNEE:

CORPORATE RELOCATION, LLC

By: _____
Name: Anthony Horton
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

Attachment A

Country	Mark/Name	Full Goods/Services	Status/ Status Date	Disclaimer	Serial No./Reg. No.	Reg. Date
United States	GENTLE TRANSITIONS	U.S. Classes 100, 105: Moving services, namely, packing and unpacking articles for transportation; Moving services for senior citizens, namely, providing assistance in; pre-move and settlement planning, estate sales, transfer of utilities and decorating services	Registered		SN: 75207965 RN: 2146035	March 24, 1998