

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legacy Homes of Alabama, Inc.		05/14/2021	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Clayton Properties Group, Inc.		
Street Address:	5000 Clayton Road		
City:	Maryville		
State/Country:	TENNESSEE		
Postal Code:	37804		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4623760	LH	
Registration Number:	4672929	YOUR HOME. YOUR LEGACY.	
Registration Number:	4672928	BUILD YOUR LEGACY	
Registration Number:	4623759	LEGACY HOMES	
CORRESPONDENCE DATA			
Fax Number:	8655234478		
<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:	8655464305		
Email:	mbradford@luedeka.com		
Correspondent Name:	Michael J. Bradford		
Address Line 1:	P. O. Box 1871		
Address Line 4:	Knoxville, TENNESSEE 37901		
ATTORNEY DOCKET NUMBER:	77185.M1		
NAME OF SUBMITTER:	Michael J. Bradford		
SIGNATURE:	/Michael J. Bradford/		
DATE SIGNED:	09/07/2023		
Total Attachments: 10			
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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this “**Agreement**”), dated as of May 14, 2021, is entered into by and between Clayton Properties Group, Inc. d/b/a Goodall Homes, a Tennessee corporation (“**Buyer**”), on the one hand, and Legacy Homes of Alabama, Inc., an Alabama corporation (“**Seller**”), on the other hand. Buyer and Seller are each referred to in this Agreement as a “**Party**” and, together as, the “**Parties**”.

RECITALS

A. The Parties, among others, entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, Seller agreed to sell, convey, grant, assign, transfer, and deliver to Buyer, and Buyer agreed to purchase and acquire from Seller, free and clear of all Encumbrances (other than the Permitted Encumbrances), all of Seller’s right, benefit, title, and interest in, to, and under the Seller Intellectual Property.

B. The Parties are entering into this Agreement in order to evidence the sale, conveyance, grant, assignment, transfer, and delivery of the Seller Intellectual Property by Seller to Buyer.

AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

1. In consideration of the Purchase Price, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing and subject to the terms and conditions set forth in the Purchase Agreement, including Section 2.5 of the Purchase Agreement, Seller hereby sells, conveys, grants, assigns, transfers, and delivers to Buyer, and Buyer hereby purchases and acquires from Seller, free and clear of all Encumbrances (other than the Permitted Encumbrances), all of Seller’s right, benefit, title, and interest in, to, and under (i) the Seller Intellectual Property, (ii) the goodwill of the Business symbolized by the Seller Intellectual Property, (iii) any Proceeding related to the Seller Intellectual Property, whether accruing before, on, or after the Closing Date, including all rights to and claims for damages, restitution, and injunctive relief and other legal and equitable relief for past, present, and future infringement, (iv) any common law rights of Seller to the Seller Intellectual Property, and (v) any moral rights and trade secrets of Seller embodied within the Seller Intellectual Property. Seller hereby agrees that, as to any of the Seller Intellectual Property or any interest in any of the Seller Intellectual Property intended to be sold, conveyed, granted, assigned, transferred, or delivered to Buyer pursuant to this Agreement and title to which does not pass to Buyer pursuant to this Agreement or any sales, conveyances, grants, assignments, transfers, or deliveries that are from time to time executed and delivered pursuant to this Agreement, Seller shall hold the same in trust for Buyer, its successors and assigns, to sell, convey, grant, assign, transfer, and deliver as Buyer directs from time to time. Seller shall execute and deliver, at the reasonable request of Buyer, such further instruments of sale, conveyance, grant, assignment, transfer, and delivery, and take such other actions, as Buyer reasonably requests to more effectively consummate the Transactions.

2. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, to record the assignment of any trademarks and trade names, whether registered or not, set forth on Exhibit A, and any works susceptible to copyright set forth on Exhibit A, of Seller to, and for the sole use and benefit of, Buyer, its successors, assigns, nominees, and/or legal representatives. Seller hereby agrees that a copy of this Agreement is to be deemed a full legal and formal equivalent of any assignment, consent to file, or similar document that could be required in any country for any purpose and more particularly in proof of the right of Buyer or its nominee to claim the benefit of the right of priority provided by any applicable international convention.

3. The terms of the Purchase Agreement, including the Parties' representations, warranties, covenants, agreements, and indemnities, are not superseded by this Agreement, but remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement are to govern.

4. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction is to be, as to that jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the greatest extent possible.

5. This Agreement, as well as all matters in dispute among the Parties, whether arising from or relating to this Agreement or arising from or relating to alleged extra-contractual facts prior to, during, or subsequent to this Agreement, including fraud, misrepresentation, negligence, or any other alleged tort or violation of this Agreement, regardless of the legal theory upon which such matter is asserted, are to be governed by, construed under, and enforced in accordance with the Legal Requirements of the State of Alabama (explicitly including the Alabama statute of limitations) without regard to any choice of laws or conflicts of laws provisions, rules, or principles that would require the application of any other Legal Requirements.

6. Any dispute, controversy or question of interpretation arising under, out of, in connection with or in relation to this Agreement or any amendments hereof, or any breach or default hereunder, may be litigated in the state and federal courts located in either the State of Alabama or the State of Tennessee. Each of the Parties hereby irrevocably consents and submits to the non-exclusive jurisdiction and venue of any such court and each of the Parties hereby irrevocably waives all objections and defenses that such Party may have based on improper venue or forum non conveniens to the maintenance of any such action in any such court. Notwithstanding the foregoing, nothing in this Section 6 shall limit the right of any Party to bring Proceedings against another Party in any other court of competent jurisdiction.

7. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS, WHETHER NOW OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. ANY PARTY IS PERMITTED TO FILE A COPY OF THIS SECTION 7 WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT AMONG THE PARTIES TO IRREVOCABLY WAIVE TRIAL BY JURY, AND THAT ANY PROCEEDING WHATSOEVER AMONG THE PARTIES RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS IS INSTEAD TO BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

8. The Parties are permitted to execute this Agreement in one or more counterparts, each of such counterparts will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com and www.simplyagree.com) constitutes effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com and www.simplyagree.com) are deemed to be their original signatures for all purposes.

9. Capitalized terms used in this Agreement, but not defined in this Agreement, have the meanings given to such terms in the Purchase Agreement.

[Signature Pages Follow]

Each of the Parties, intending to be legally bound, has either duly executed this Agreement or caused an authorized Representative of such Party to duly execute this Agreement on such Party's behalf, as of the date first set forth above.

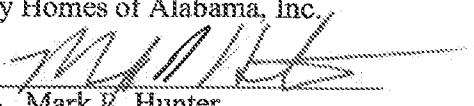
BUYER:

Clayton Properties Group, Inc. d/b/a Goodall Homes

By: Mike Rutherford
Name: Mike Rutherford
Title: President

SELLER:

Legacy Homes of Alabama, Inc.

By: 
Name: Mark K. Hunter
Title: Vice President

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 008190 FRAME: 0206

Exhibit A

Trademarks, Trade Names, and Copyrights

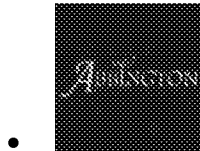
1. Licenses

1. BuilderMT license with MiTek USA, Inc.
2. Sales Simplicity license with MiTek USA, Inc. pursuant to a Sales Agreement by and between Sales Simplicity Software, Inc. and Legacy Homes, dated May 1, 2018.
3. Punchlist Manager license with Service Software Inc.
4. Sage Timberline license pursuant to a Hardware/Software Sales Agreement by and between United Solutions Group and Legacy Homes, dated September 4, 2020.
5. Create-a-Check license with AvidXchange, Inc.
6. Best in Business Award Promotion and Advertising Agreement by and between the Gaylor Group, LLC d/b/a Best in Business Award and Legacy Homes of Alabama, Inc., dated September 19, 2019
7. Software and Services Agreement, by and between Legacy Homes and Chameleon Power, Inc., dated November 24, 2020.

2. Logos (unregistered)

1. Community Logos

▪ Abbington



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Abbington

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▪ Bellview

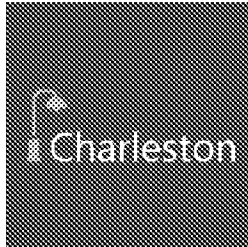


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▪ Boardwalk

BOARDWALK

-
- Charleston



-
- Colonial Pointe



-
- Creek Grove



-
- Lakes at Aldridge

THE LAKES
AT ALDRIDGE

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▪ Pennington

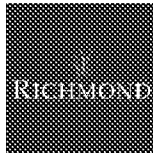


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▪ Richmond



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▪ Townsend



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2. Legacy Homes Logos



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3. Registered Trademarks

1. “Your home, Your Legacy”
 - Country: USA
 - Registration Number: 4672929
 - Registration Date: January 13, 2015
 - Owner: Legacy Homes
2. “Build Your Legacy”
 - Country: USA
 - Registration Number: 4672928
 - Registration Date: January 13, 2015
 - Owner: Legacy Homes
3. “Legacy Homes”
 - Country: USA
 - Registration Number: 4623759
 - Registration Date: October 21, 2014
 - Owner: Legacy Homes



4.
 - Country: USA
 - Registration Number: 4623760
 - Registration Date: October 21, 2014
 - Owner: Legacy Homes

4. Unregistered Copyrights

1. See attached materials.

5. Domain Names

Domain Name	Owner	Renewal Date
Legacy-homes.com	Legacy Homes	9/26/2021

Legacyhomesal.com	Legacy Homes	8/14/2022
Americanhomesal.com	Legacy Homes	1/27/2023

[Exhibit A to IP Assignment Agreement]