## CH \$40.00 972652

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM851259

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Packout Holdings, LLC			Limited Liability Company: GEORGIA

### **RECEIVING PARTY DATA**

Name:	1-800-Textiles Franchises, LLC	
Street Address:	110 Brunes Way	
City:	Ball Ground	
State/Country:	GEORGIA	
Postal Code:	30107	
Entity Type:	Limited Liability Company: GEORGIA	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	97265207	1-800-TEXTILES THE NATIONS BEST SOURCE F

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** tmatlanta@seyfarth.com

Correspondent Name: Anne E. Yates

Address Line 1: 1075 Peachtree St. NE

Address Line 2: Suite 2500

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	115325
NAME OF SUBMITTER:	Anne E. Yates
SIGNATURE:	/Anne E. Yates/
DATE SIGNED:	11/06/2023

**Total Attachments: 2** 

source=TM Assignment from Packout Holdings to 1-800-Textiles Franchises(305773391.1).docx#page1.tif source=TM Assignment from Packout Holdings to 1-800-Textiles Franchises(305773391.1).docx#page2.tif

TRADEMARK
REEL: 008250 FRAME: 0028

### TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Assignee desires to acquire from Assignor the service mark shown on Exhibit  $\underline{A}$  (the "Mark"), and all rights in the Mark, including the goodwill of the business associated with the Mark, as well as any and all common law rights in the Mark, and all trademark applications and registrations for or associated with the Mark;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby conveys, transfers, and assigns to Assignee, as the successor to the portion of the ongoing and existing business to which the Mark pertains, all right, title, and interest in and to the Mark, including but not limited to all common law rights in the Mark and the applications and registrations for the Mark, together with the goodwill of Assignor's business connected with the use of and symbolized by the Mark, and all rights corresponding thereto throughout the world. Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Mark.

Assignor agrees that at any time and from time to time after execution of this assignment, at the request of Assignee and without further consideration, Assignor will execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey, and assign to Assignee, and to confirm Assignee's right, title, and interest in and to the Mark, and to assist Assignee in exercising all rights with respect to the Mark.

Nothing in this assignment, express or implied, is intended or will be construed to confer upon, or give to, any person or entity, other than the parties to this assignment, any rights, remedies, obligations, or liabilities. This assignment will bind and inure to Assignee and Assignor and their respective successors and assigns. This assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same.

IN WITNESS WHEREOF, the undersigned parties have executed this Trademark Assignment Agreement by and through their properly authorized signatories effective as of the Effective Date.

ASSIGNOR:	ASSIGNEE:
PACKOUT HOLDINGS, LLC	1-800-TEXTILES FRANCHISES, LLC
By:	By: <u>benin laner</u>
Name: SCOTT ABBOTT	Name: Kevin Loner
Title: CEO	Title: CEO

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# Trade Mark Goods/Services C1. 37: Restoration services in the field of water, smoke and fire damage; dry cleaning; cleaning of textiles; Cleaning of building interior surfaces; textile restoration services C1. 39: Removal and storage of residential, commercial and industrial contents, namely, clothing, rugs, drapes and other fabric and textile contents; moving and storage of furniture and personal property; pick-up and delivery of furniture and personal property; and providing storage facilities for others

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**RECORDED: 11/06/2023** 

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