

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evolve Technologies, LLC		12/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AM Conservation Group, Inc.		
Street Address:	1701 Charleston Regional Parkway, Suite A		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29492		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4758488	SHOWERSTART	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<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:	4142733500		
Email:	bgilpin@gklaw.com		
Correspondent Name:	Brian G. Gilpin		
Address Line 1:	833 East Michigan Street, Suite 1800		
Address Line 2:	Godfrey & Kahn, S.C.		
Address Line 4:	Milwaukee, WISCONSIN 53202-5615		
ATTORNEY DOCKET NUMBER:	014897-0028		
NAME OF SUBMITTER:	Brian G. Gilpin		
SIGNATURE:	/brian g. gilpin/		
DATE SIGNED:	01/11/2024		
Total Attachments: 5			
source=Assignment#page1.tif			
source=Assignment#page2.tif			
source=Assignment#page3.tif			

CH \$40.00 4758488

source=Assignment#page4.tif

source=Assignment#page5.tif

**FIRST AMENDED AND RESTATED
TRADEMARK ASSIGNMENT AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK ASSIGNMENT AGREEMENT (this “First Amended and Restated Agreement”), dated as of December 8, 2023 (the “Effective Date”), is made by and between AM Conservation Group, Inc. a New Jersey corporation (“Assignee”), on the one hand, and Evolve Technologies, LLC, a Delaware limited liability company (“Assignor”). Capitalized terms used herein and not otherwise defined herein have the meaning set forth in the Purchase Agreement (as defined below).

WHEREAS, the Assignor and Assignee entered into that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of July 17, 2023, pursuant to which Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase, acquire and accept, all of Assignor’s right, title and interest in, to or under the Purchased Assets, including all Intellectual Property Rights of Assignor; and

WHEREAS, Assignor and Assignee executed the Trademark Assignment Agreement, dated July 17, 2023, in accordance with the terms of the Purchase Agreement to perfect and provide notice of the assignments and transfers of Intellectual Property Rights required under the Purchase Agreement; and

WHEREAS, Assignor and Assignee wish to amend, restate and supersede the Trademark Assignment Agreement by executing the First Amended and Restated Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby irrevocably, absolutely, and unconditionally assigns, transfers and conveys to Assignee, all of its right, title and interest in and to all of its Intellectual Property Rights of Assignor, including:

(i) the trademarks, service marks, trade dress, trade names, logos and corporate names identified on Schedule I (collectively, “Trademarks”), all registrations, extensions, and renewals, together with all translations, transliterations, adaptations, derivations and combinations thereof, together with any and all goodwill associated therewith;

(ii) the Internet domain names owned by Assignor; and

(iii) all rights to sue and recover for any past, present or future infringement, dilution, misappropriation or other violation of any Intellectual Property Rights (including any of the foregoing).

2. Domain Name Transfers. At Assignee’s sole cost and expense, Assignor shall promptly carry out the domain name transfer procedures and execute any additional transfer documents required by any applicable registrars of the Internet domain names assigned hereunder, and shall promptly provide any authorization codes known or accessible to Assignor that are necessary to effect such transfers. Assignor further hereby authorizes and requests all applicable

domain registrars to transfer, at Assignee's sole cost and expense, the domain names assigned hereunder to Assignee or such persons or entities designated by Assignee.

3. IP Recordation & Transfer. Assignor hereby authorizes and requests that Assignee, at Assignee's sole cost and expense, file and record with the United States Patent & Trademark Office and any and all other applicable registrars in other jurisdictions throughout the world, and that any other steps necessary steps be taken to effect, evidence and perfect the assignments, transfers and conveyances described under this Agreement. Assignor shall take all reasonable steps, at its cost and expense, to ensure that Assignor is the registered owner of the assigned Trademarks listed in Schedule I and that the form of Assignor's recordation of the Trademarks shall not precludes Assignee to exercise its rights under this First Amended and Restate Agreement and the Purchase Agreement.

4. Successors and Assigns. The provision of this Agreement shall bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

5. Further Assurances; Power of Attorney. Assignor further agrees to execute, acknowledge and deliver any and all further documents and to take all further or other actions as Assignee may reasonably request, at Assignee's cost, to make a record with any and all Governmental Authorities or other applicable third parties, of the fact that Assignee owns all right, title and interest in and to the Intellectual Property Rights described in paragraph 1, and any and all good will associated therewith, including without limitation, by filing assignment documents in recordable form with any applicable Governmental Authorities. Assignor further hereby irrevocably appoint Assignee as Assignor's attorney-in-fact, with full power of substitution, but with the sole purpose, to execute, acknowledge, deliver, and record any and all such documents described in this paragraph 5 on behalf of and in the name of Assignor.

6. Purchase Agreement. This Agreement is made subject to the terms of the Purchase Agreement, and nothing in this Agreement shall alter any liability or obligation of the Parties arising under the Purchase Agreement. Article VI (*Definitions*) of the Purchase Agreement, including the terms of interpretation and construction thereunder, and Sections 7.4 and 7.6 through 7.16 of the Purchase Agreement are incorporated herein *mutatis mutandis*.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

Evolve Technologies, LLC

DocuSigned by:
By: Jeff Doss
C82352F9BD484AB...
Name: Jeffrey S. Doss
Title: Chief Executive Officer

AM Conservation Group, Inc.

DocuSigned by:
By: John Bailes
5AD0B1818EE0476...
Name: John Bailes
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE I**FIRST AMENDED AND RESTATED
TRADEMARKS & TRADEMARK APPLICATIONS**

Any and all Trademarks represented by or incorporating any of the following, including any applications and registrations arising therefrom, and all rights (including any federal, state law or common law rights) therein.

Mark	Jurisdiction	Status	App. No.	App Date	Reg. No.	Reg. Date	Classes
SHOWERSTART	U.S. Federal	Registered	86248950	10-APR-2014	4758488	23-JUN-2015	11
SHOWERSTART	Canada	Registered	1678088	22-MAY-2014	TMA931698	15-MAR-2016	11
EVOLVE	Canada	Registered	1678089	22-MAY-2014	TMA961163	26-JAN-2017	11
SHOWERSTART	China	Registered	14570965	29-MAY-2014	14570965	07-JUL-2015	11
SHOWERSTART	China	Registered	14570966	29-MAY-2014	14570966	07-JUL-2015	6

(Schedule I)

