

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868188

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|---|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Heritage Charity Auctions & Awards, Inc. | | 12/29/2023 | Corporation: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | SKP Heritage LLC | | |
| Street Address: | 6067 Clubhouse Dr. | | |
| City: | Trussville | | |
| State/Country: | ALABAMA | | |
| Postal Code: | 35173 | | |
| Entity Type: | Limited Liability Company: GEORGIA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5586678 | LINKS | |
| Registration Number: | 5237679 | LINKS ICE CUBE | |
| Registration Number: | 5142556 | LINKS GLASSWARE | |
| Registration Number: | 5242600 | THE FLAG FOLIO | |
| Registration Number: | 6527935 | LINKS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7709531358 | | |
| <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: | 678-384-7443 | | |
| Email: | go@hkw-law.com | | |
| Correspondent Name: | Gregory T. Ourada | | |
| Address Line 1: | 3625 Cumberland Blvd SE | | |
| Address Line 2: | Suite 1050 | | |
| Address Line 4: | Atlanta, GEORGIA 30339 | | |
| NAME OF SUBMITTER: | Gregory T. Ourada | | |
| SIGNATURE: | /Gregory T Ourada/ | | |
| DATE SIGNED: | 01/15/2024 | | |
| Total Attachments: 3 | | | |

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ASSIGNMENT AND ACKNOWLEDGMENT
OF TRADEMARKS AND PATENTS

THIS ASSIGNMENT AND ACKNOWLEDGMENT OF TRADEMARKS & PATENTS (hereinafter the "Agreement") is made effective the 29th day of December 2023, by and between **HERITAGE CHARITY AUCTIONS & AWARDS, INC.**, a Georgia corporation (hereinafter referenced as "Seller" or "Assignor") and **SKP HERITAGE LLC**, a Georgia limited liability company (hereinafter referenced as "Purchaser" or "Assignee").

WITNESSETH

WHEREAS, the parties have entered into certain agreements (hereinafter collectively referred to as the "Agreements") related to the Heritage Charity Auctions & Awards business located at 2355 Industrial Park Boulevard, Cumming, Georgia 30041 in Forsyth County (hereinafter referred to as "Business");

WHEREAS, Assignor has certain trademarks and patents that are owned by Seller and used exclusively in the Business, such instruments are more particularly described on Exhibit "A" attached hereto (the "Intellectual Property");

WHEREAS, Assignor now desires to assign the Intellectual Property to Assignee, and Assignee desires to accept the assignment as set forth herein; and

NOW, THEREFORE, for and in valuable consideration, the adequacy and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Assignor hereby assigns to Assignee, as of the date hereof, all right, title and interest in and to the Intellectual Property including all of the goodwill of the business associated with the trademarks comprising the Intellectual Property. With respect to the patents comprising the Intellectual Property, Assignor hereby assigns the right to seek remedies for any and all infringements of any of the assigned patents and to collect and retain all damages and profits and enjoy any and all remedies granted for infringements. Assignee accepts the assignment of the Intellectual Property and expressly assumes and agrees to perform and fulfill all the terms, covenants, conditions and obligations required by Assignor under the Intellectual Property.
2. Assignor has no notice of any infringement of the Intellectual Property.
3. All the covenants and agreements of Assignor and Assignee hereinabove contained shall apply to and bind Assignor and Assignor's successors and assigns. The term "**Assignee**" as used in this Assignment shall mean and include Assignee's successors and assigns.
4. The persons whose signatures appear below are duly and fully authorized to execute this Agreement and have personal knowledge of all of the facts recited herein.
5. Assignor has not executed any prior assignment or amendment, pledge or encumbrance of all or any part of the Intellectual Property, or omitted any act or executed any

instrument which might prevent or impair any party from fully enforcing the terms and conditions of this Assignment.

6. In the event of any litigation between Assignor and Assignee arising out of the obligations of Assignor or Assignee under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees.

7. This Assignment may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement and each of which shall be an original for all purposes. The parties agree that this Assignment shall be deemed validly executed and delivered by a party if a party executes this Assignment and delivers a copy of the executed Assignment to the other party by facsimile, telecopier, or electronic transmittal.


IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals effective the date first above written.

SELLER:
HERITAGE CHARITY
AUCTIONS & AWARDS, INC.
a Georgia corporation

 (Seal)

By: William Dennis Gibson
Its: President

PURCHASER:
SKP HERITAGE LLC
a Georgia limited liability company

 (Seal)

By: Sawan Patel
Its: Member

TRADEMARK

REEL: 008316 FRAME: 0557




EXHIBIT "A"

Intellectual Property

Patents

U.S. Pat. & T.M. Ofc. Pat. No. D796,125 ("Pet Toy")

Trademarks: U.S. Federal Registrations

| Mark | International Class Goods/Services | Date Filed | Ser. No. | Reg. No. |
|---|---|------------|------------|-----------|
|  | 004: Candles 021: Beverage glassware; ice cube trays. | 4/28/2016 | 87/017,896 | 5,586,678 |
| LINKS ICE CUBE | 021: Ice cube trays | 10/7/2015 | 86/780,835 | 5,237,679 |
| LINKS GLASSWARE | 021: Beverage glassware | 7/6/2015 | 86/683,585 | 5,142,556 |
|  THE FLAG FOLIO & Design | 028: Clear protective covers specially adapted for golf flags, namely, clear plastic sleeves for golf flags that have been autographed. | 4/20/2016 | 87/007,673 | 5,242,600 |
|  LINKS & Design | 021: Commemorative and souvenir portable beverage dispensers | 12/29/2020 | 90/424,172 | 6,527,935 |