

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI101278

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Strategic Key Group, Inc.	FORMERLY A Dissolved California Corporation	02/07/2024	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Lynx Franchising Intellectual Property, LLC		
<b>Street Address:</b>	2426 Old Brick Rd		
<b>City:</b>	Glen Allen		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23060		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5369777		
<b>Registration Number:</b>	5676790	THE CONTENTS SPECIALISTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5616256572		
<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>			
<b>Phone:</b>	5616256575		
<b>Email:</b>	ustrademarks@mchaleslavin.com		
<b>Correspondent Name:</b>	Mr. Carl J Spagnuolo		
<b>Address Line 1:</b>	2855 PGA Blvd.		
<b>Address Line 4:</b>	Palm Beach Gardens, FLORIDA 33410		
<b>ATTORNEY DOCKET NUMBER:</b>	5726U.0000		
<b>NAME OF SUBMITTER:</b>	MARI JO REEP		
<b>SIGNATURE:</b>	MARI JO REEP		
<b>DATE SIGNED:</b>	03/18/2024		
<b>Total Attachments: 9</b>			
source=5726u.000 Exct Strategic Group Inc Trademark assignment#page1.tif			
source=5726u.000 Exct Strategic Group Inc Trademark assignment#page2.tif			

OP \$65.00.00 87477791

source=ExhibitA\_StrategicKeyGroup\_ActionByWrittenConsentBoardDirectorsSoleShareholder#page1.tif  
source=ExhibitA\_StrategicKeyGroup\_ActionByWrittenConsentBoardDirectorsSoleShareholder#page2.tif  
source=ExhibitA\_StrategicKeyGroup\_ActionByWrittenConsentBoardDirectorsSoleShareholder#page3.tif  
source=ExhibitA\_StrategicKeyGroup\_ActionByWrittenConsentBoardDirectorsSoleShareholder#page4.tif  
source=ExhibitA\_StrategicKeyGroup\_ActionByWrittenConsentBoardDirectorsSoleShareholder#page5.tif  
source=ExhibitA\_StrategicKeyGroup\_ActionByWrittenConsentBoardDirectorsSoleShareholder#page6.tif  
source=ExhibitA\_StrategicKeyGroup\_ActionByWrittenConsentBoardDirectorsSoleShareholder#page7.tif

**ASSIGNMENT**

**ASSIGNOR:** Strategic Key Group, Inc.  
Status: A Dissolved California Corporation  
Address: 7365 Mission Gorge Rd. STE F  
San Diego City: California 92020 State/Zip:

**ASSIGNEE** Lynx Franchising Intellectual Property, LLC  
Status: A Delaware Limited Liability Company  
Address: 2426 Old Brick Rd  
City: Glen Allen State/Zip: VA 23060

**TRADEMARK/SERVICE MARK: See Addendum for (two) listed trademarks**

The Assignor having used, filed for, and/or obtained registration of the Trademark(s) set forth in the attached Addendum, and the Assignee being desirous of acquiring the same; in consideration of One Dollar (\$1.00) and other good and valuable consideration, the Assignor hereby assigns to the Assignee, including their successors, assigns, heirs, administrators, all of the Assignor's right, title and interest and goodwill associated with the Trademark(s) including any applications and registrations which may evolve or have evolved therefrom, including the right to prepare derivative marks; and including, without limitation, the right to sue and collect damages for any past infringement thereof.

The Assignor further assigns all right, title and interest in and to said Trademark(s) in all foreign countries, and all applications for Trademark Registration in foreign countries and any registrations which may evolve or have evolved therefrom, including the right to claim International Convention priority; and

The Record Owner, Strategic Key Group, Inc. and Assignor is a dissolved California corporation, pursuant to that September 30, 2023 Action By Written Consent of the Board of Directors and Sole Shareholder of Strategic Key Group, Inc. and Approval of Dissolution, Attached as Exhibit A, whereby it was resolved to distribute the remainder of assets (including trademark registrations) to the Shareholder, Custom Commercial Dry Cleaners, LLC (a California limited liability company). Accordingly, this Assignment is executed by the recipient Shareholder, Custom Commercial Dry Cleaners, LLC.

Date: 2/7/24

Assignor: Strategic Key Group, Inc. (a Dissolved California corporation)  
The assets of which have been distributed in total to its sole shareholder,  
Custom Commercial Dry Cleaners, LLC (a CA limited liability company)  
Pursuant to the September 30, 2023 Approval of Dissolution (Exhibit A)

By: [Signature]  
Michael Borreca Title: Senior Vice President  
Custom Commercial Dry Cleaners, LLC



STATE OF Virginia  
COUNTY OF Henrico

Before me this 7th day of February, 2023, personally appeared the above named individual, to me known to be the person described in, and who executed the foregoing assignment instrument and acknowledge to me that he executed the same on his own free will for the purpose therein expressed.

Personally known ; Produced ID & type         

Notary Public [Signature]

**ADDENDUM**

**Trademarks:**

1. Arrow and Cube Logo    Serial No. 87477791    Registration No. **5369777**    Attny No. 5726U.000016
  
2. The Contents Specialists    Serial No. 87477794    Registration No. **5676790**    Attny No. 5726U.000017

# "EXHIBIT A"

**ACTION BY WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
AND SOLE SHAREHOLDER  
OF  
STRATEGIC KEY GROUP INC.**

The undersigned, being all of the members of the board of directors (the "Board") and the sole shareholder (the "Shareholder") of STRATEGIC KEY GROUP INC., a California corporation (the "Company"), in lieu of holding a special meeting of the Board and Shareholder, hereby consent to and adopt the following resolutions pursuant to Sections 307(b) and 603(a) of the General Corporation Law of the State of California (the "CA Act"), without a formal meeting and hereby waive all notice of a meeting and the holding of any meeting to act upon such recitals and resolutions, effective as of September 30, 2023.

**APPROVAL OF BYLAWS AMENDMENT, RESIGNATION AND APPOINTMENTS**

WHEREAS, the Board and the Shareholder deem it advisable and in the best interest of the Company to amend Paragraph 26 to the Amended and Restated Bylaws, dated as of March 1, 2019, to provide for three (3) directors (the "Bylaws Amendment");

WHEREAS, the Shareholder previously appointed Russell Reynolds, Michael Borreca and Holly Murry as the directors of the Company, pursuant to a written consent dated as of July 12, 2021 (the "Initial Appointments"); and

WHEREAS, Russell Reynolds then resigned as a director and President of the Company (the "Resignation") and, thereafter, the Shareholder appointed Scott Zide as a director, Chief Executive Officer, and President of the Company (together with the Initial Appointments, the "Appointments").

NOW, THEREFORE, BE IT RESOLVED, that the Bylaws Amendment be, and hereby is, ratified, confirmed and approved in all respects;

FURTHER RESOLVED, that the Resignation and Appointments be, and hereby are, ratified, confirmed and approved in all respects;

FURTHER RESOLVED, that the Company authorizes the filing of a Statement of Information with the Secretary of State of California to identify the three (3) directors; and

FURTHER RESOLVED, that either the Board or the officers of the Company (the "Authorized Individuals") be and each hereby is authorized and directed, in the name and on behalf of the Company, to take or cause to be taken all such further actions, and to execute, acknowledge, certify and deliver all such further documents, certificates, instruments, for and on behalf of the Company, as they may deem necessary and appropriate to carry out the intent of the foregoing resolutions.

**APPROVAL OF DISSOLUTION**

WHEREAS, the Board and the Shareholder deem it advisable and in the best interests of the Company to dissolve the Company (the "Dissolution").

NOW, THEREFORE, BE IT RESOLVED, that the Dissolution of the Company be and hereby is authorized and approved, that the Dissolution is intended to constitute a liquidation pursuant to Sections 332 and 337 of the Internal Revenue Code of 1986, as amended (the "Code"), and that the Plan (as defined below) is intended to constitute a "plan of liquidation" within the meaning of Section 332 of the Code and the Treasury regulations promulgated thereunder;

FURTHER RESOLVED, that the Plan of Dissolution substantially in the form attached hereto as Exhibit A, with such changes as the Board may approve (the "Plan"), and the transactions contemplated thereby, including the Dissolution, be and hereby is adopted, approved, ratified and confirmed in every respect;

FURTHER RESOLVED, that the Shareholder hereby consents to the Company being voluntarily dissolved in accordance with the provisions of the CA Act, and hereby agrees to approve and adopt the Plan for the voluntary complete liquidation and dissolution of the Company, whereby the Company shall proceed to collect any remaining assets, convey and dispose of any remaining properties, pay, satisfy and discharge of any remaining liabilities and obligations and do all other acts required to liquidate its business and affairs, and, after payment or adequately providing for the payment of all its obligations, distribute the remainder of its assets either in cash or in kind to the Shareholder and complete cancellation of all of the issued and outstanding shares of the Company;

FURTHER RESOLVED, that a majority of the Board, in accordance with Section 1905 of the CA Act, be and hereby is authorized and directed, in the name and on behalf of the Company, to execute and deliver a Certificate of Dissolution to the Secretary of State of California; and

FURTHER RESOLVED, that the Board or the officers of the Company (the "Authorized Individuals") be and each hereby is authorized and directed, in the name and on behalf of the Company, to take or cause to be taken all such further actions, and to execute, acknowledge, certify and deliver all such further documents, certificates, instruments, for and on behalf of the Company, as they may deem necessary and appropriate to carry out the intent of the foregoing resolutions.

### **GENERAL AUTHORITY**

RESOLVED, that in addition to the specific authority granted in the foregoing resolutions, in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions, the Authorized Individuals be and each hereby is authorized and directed, on behalf of the Company, to take such actions and execute, deliver and perform all agreements or documents approved herein, as the Authorized Individuals may deem necessary, advisable or proper; all such actions to be performed in such manner, and all such documents to be executed and delivered in such form and on such terms, as the Authorized Individual performing or executing the same shall approve, the performance or execution thereof by such Authorized Individual to be conclusive evidence of the approval by the Authorized Individual; and

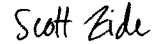
RESOLVED FURTHER, that all acts and proceedings heretofore or hereafter taken by the Authorized Individuals in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions be and each hereby is ratified, confirmed and approved in all respects.

This Consent may be executed in any number of counterparts (including by facsimile, DocuSign, pdf or other electronic means) and all of the counterparts together shall constitute one and the same document.

*[Remainder of page intentionally left blank. Signature page to follow.]*

**IN WITNESS WHEREOF**, the undersigned, being all of the directors and the sole shareholder of the Company, have executed this Consent to be effective as of the date first set forth above.

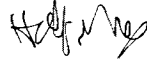
**BOARD OF DIRECTORS:**



\_\_\_\_\_  
Scott Zide



\_\_\_\_\_  
Michael Borreca



\_\_\_\_\_  
Holly Murry

**SOLE SHAREHOLDER:**

CUSTOM COMMERCIAL DRY  
CLEANERS, LLC, a California limited  
liability company

By: 

\_\_\_\_\_  
Name: Michael Borreca

Title: CFO



**EXHIBIT "A"**  
**Plan of Dissolution**

(See attached)

Exhibit "A"

## **PLAN OF DISSOLUTION**

This Plan of Dissolution (this "Plan") of **STRATEGIC KEY GROUP INC.**, a California corporation (the "Company"), has been approved by the Board of Directors and Sole Shareholder in accordance with the General Corporation Law of the State of California (the "CA Act") and the Company's Amended and Restated Bylaws, as may be further amended (the "Agreement"). All capitalized terms otherwise undefined herein shall have the meanings ascribed to them in the Agreement.

### **Dissolution**

The Board of Directors and the Sole Shareholder hereby dissolve the Company, effective upon the filing of the appropriate documents with the State of California (the "Effective Date"), and the Board of Directors shall thereafter promptly wind up, or cause to wind up the affairs of the Company to the extent necessary to pay creditors of the Company, and to liquidate the Sole Shareholder's interests in the Company, all in accordance with the Agreement, this Plan, the CA Act and applicable provisions of the Internal Revenue Code of 1986, as amended (the "IRS Code").

### **Notice of Dissolution**

In accordance with the Agreement and the CA Act, the Board of Directors shall cause a Certificate of Dissolution for the Company to be filed with the California Secretary of State's office.

### **Cessation of Business**

Except for the purpose of carrying out the winding up of the affairs of the Company, the Board of Directors and the Sole Shareholder shall not do any further business nor incur any further obligation on behalf of the Company after the Effective Date.

### **Dissolution and Liquidation of the Company**

Upon the Effective Date, the Company shall not engage in any business activities, except such activities as are necessary or appropriate to wind up and accomplish the complete liquidation of its business and affairs, including: (a) collecting its assets and converting non-cash-assets to cash; (b) conducting a final accounting and report to the Sole Shareholder of the Company; (c) establishing a reserve which the Board of Directors and the Sole Shareholder may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; (d) paying of debts and liabilities of the Company to all creditors; (e) paying of debts and liabilities of the Company to the Sole Shareholder; (f) then distributing in one or more distributions the remainder of its assets to the Sole Shareholder within the time and in the manner satisfying any IRS Code requirements; and (g) doing every other act necessary or appropriate to wind up and accomplish the complete liquidation of the business and affairs of the Company.

### **Indemnification**

Until completion of this Plan, the Company shall, to the fullest extent permitted by applicable law, indemnify, defend and hold harmless its employees, officers, directors and agents,

and Sole Shareholder (the "Indemnitees") for actions taken in connection with this Plan and the winding up of the affairs of the Company. The Company's obligation to indemnify the Indemnitees may be satisfied out of its assets. The Sole Shareholder, in its absolute discretion, is authorized to obtain and maintain insurance for the benefit of the Indemnitees to the extent permitted by law.

#### **Power of Board of Directors**

The Board of Directors shall continue to manage the Company solely for the purpose of winding up and liquidating the Company according to this Plan. The Board of Directors shall have authority to do, or authorize any officer any and all acts and things as provided for in this Plan and any and all such further acts and things as it may consider necessary or appropriate to carry out the purposes of this Plan, including the execution and filing of all such certificates, documents, information returns, tax returns, and other documents which may be necessary or appropriate to implement this Plan, including without limitation the filing of a Certificate of Dissolution of the Company with the Secretary of State of the State of California in accordance with the laws of the State of California.

#### **Final Tax Returns and Associated Payments**

Upon completion of the foregoing, the Board of Directors or the Sole Shareholder shall file, or cause to be filed, all final tax returns of the Company with the appropriate tax authorities in the State of California, and pursuant to IRS Code, as necessary. In addition the Board of Directors or the Sole Shareholder shall pay, or cause to be paid, all associated payments to tax authorities in the State of California, and the Internal Revenue Service, as necessary.