

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI119304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACU-Serve, LLC		03/15/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BeyondHME LLC		
Street Address:	6547 Midnight Pass Road, #1053		
City:	Siesta Key		
State/Country:	FLORIDA		
Postal Code:	34242		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7306697		
Serial Number:	97628931	BEYOND HME	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395074		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Jennifer Evans		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	137225-0003		
NAME OF SUBMITTER:	JENNIFER EVANS		
SIGNATURE:	JENNIFER EVANS		
DATE SIGNED:	03/25/2024		
Total Attachments: 5			
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CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (together with the schedule(s) attached hereto, this “Trademark Assignment”), dated and effective as of March 15, 2024 (the “Effective Date”), is entered into by and between ACU-Serve, LLC, a Delaware limited liability company (“Assignor”), and BeyondHME LLC, a Florida limited liability company (“Assignee”). Assignor and Assignee are each referred to herein as a “Party” and collectively herein as the “Parties.”

WHEREAS, the Parties and Jim Dragatsis have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor grants, sells, transfers, conveys and assigns to Assignee all of Assignor’s right, title and interest, to and under all of the Assets (as defined in the Asset Purchase Agreement), including all of the trademarks and corresponding registrations set forth on Schedule A to this Trademark Assignment (the “Assigned Trademarks”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignor and Assignee agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

2. Assignor hereby confirms having assigned, transferred, conveyed, and delivered to Assignee, and Assignee hereby confirms acquiring and accepting from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including (a) all of the goodwill associated with any of the Assigned Trademarks; (b) all rights to file for and maintain registrations therefor; (c) all rights of action accrued, accruing and to accrue under and by virtue of the Assigned Trademarks; and (d) all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith.

3. Assignor authorizes and requests the Commissioner of Trademarks of the United States of America and the empowered officials of all other relevant governmental agencies or authorities throughout the world to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein. At Assignee’s request, Assignor agrees, for no additional consideration, to (and to cause any and all of its applicable affiliates to) take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any confirmatory assignments, affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor’s agent and attorney-in-fact, to act for and in and on Assignor’s behalf and stead to execute and file any such documents, and to do all other lawfully permitted acts to transfer the Assigned Trademarks to Assignee and to further the transfer, issuance, prosecution and maintenance of all Assigned Trademarks to the full extent permitted by law with the same legal force and effect as if executed by Assignor.

4. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of law rules of such State.

7. This Trademark Assignment may be amended, modified or supplemented only by written agreement of all Parties.

8. The Parties hereto hereby irrevocably waive the right to trial by jury in any action directly or indirectly arising out of, under or in connection with this Trademark Assignment or any transactions contemplated hereby.

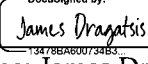
9. Nothing express or implied in this Trademark Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, limit, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or rights and remedies, or any of the obligations of Assignor and Assignee set forth in the Asset Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

BeyondHME LLC

By: DocuSigned by:

Name: James Dragatsis
Title: President

ASSIGNEE:

ACU-Serve, LLC

By: _____
Name: Jim Knight
Title: President

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

BeyondHME LLC

By: _____

Name: James Dragatsis

Title: President

ASSIGNEE:

ACU-Serve, LLC


By: DocuSigned by: Jim Knight

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Name: Jim Knight

Title: President

Schedule A

Assigned Trademarks

1.  (Reg. No. 7306697)
2. **BEYOND HME** (App. No. 97628931)