

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ker, Inc.		07/02/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Soaring Wings IP, LLC		
Street Address:	7491 Ulmerton Rd., Suite B		
City:	Largo		
State/Country:	FLORIDA		
Postal Code:	33771		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2355193	HOUSE ON FIRE	
Registration Number:	2199642	NEED WE SAY MORE	
Registration Number:	1928355	KER'S WING HOUSE WH	
Registration Number:	2355192	WE SERVE 'EM NAKED!	
Registration Number:	2360057	WINGHOUSE	
Registration Number:	2360056	WINGHOUSE	
CORRESPONDENCE DATA			
Fax Number:	2026590441		
<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:	202-659-8225		
Email:	trademarks@alprinlaw.com		
Correspondent Name:	M. Scott Alprin		
Address Line 1:	5 Pinehurst Circle, N.W.		
Address Line 4:	Washington, D.C. 20015		
ATTORNEY DOCKET NUMBER:	0170001		
NAME OF SUBMITTER:	M. Scott Alprin		
SIGNATURE:	/M. Scott Alprin/		
DATE SIGNED:	08/25/2014		
Total Attachments: 11			

OP \$165.00 2355193

TRADEMARK

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source=Assignment from Ker, Inc. to Soaring Wings IP, LLC - Assignment#page4.tif
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IP ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS IP ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is effective as of the 2nd day of July, 2014 (“**Effective Date**”), by and among Soaring Wings IP, LLC (“**Assignee**”) and Ker, Inc., Crawford Ker, Ker Holdings, Inc., Ker Family Enterprises, LTD, Winghouse of America, LLC, CFK Advertising, Inc. and each entity listed as a Seller in the Master Purchase Agreement (the “**Purchase Agreement**”) dated June 12, 2014 (each individually and collectively, “**Assignor**”).

WHEREAS, subject to the terms of the Purchase Agreement, Assignor desires to transfer to Assignee, and Assignee desires to acquire, all of its rights, title and interest in and to the WH Intellectual Property.

WHEREAS, The WH Intellectual Property includes the (a) trademark and service mark registrations and applications identified in SCHEDULE 1 hereto, together with the goodwill associated with the use thereof, (b) copyright registrations and applications identified in SCHEDULE 2 hereto, (c) patents and patent applications set forth in SCHEDULE 3 hereto, and (d) domain names set forth in SCHEDULE 4 hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Assignment.** Assignor hereby grants all of its right, title and interest in and to the WH Intellectual Property, including all rights to any claims related to the WH Intellectual Property and the rights to sue and recover with respect thereto, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
3. **Recordation and Further Action.** Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the WH Intellectual Property is properly assigned to Assignee. To the extent that Assignor does not comply in a reasonable manner with its obligations in the previous sentence, Assignor, for itself, its affiliates, successors and assigns, irrevocably constitutes and appoints Assignee, its successors and assigns, and each of them, the true and lawful attorney of Assignor, its affiliates, successors and assigns, with full power of substitution, and gives and grants unto Assignee, its successors and assigns, and each of them, full power and authority in the name of the Seller, its successors and assigns, and each of them, at any time and from time to time, to institute any demand or suit necessary in order to fully vest in Assignee, its successors and assigns, and each of them, all and singular, the WH Intellectual Property.
4. **Assignment.** This Agreement shall be assignable by Assignee without the prior written consent of Assignor.
5. **Governing Law.** This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Florida.

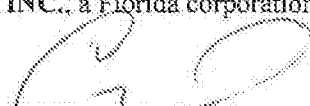
6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be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

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

ASSIGNORS:

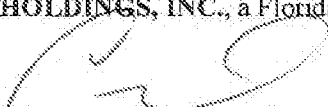
KER, INC., a Florida corporation

By: 
Name: Crawford Ker
Title: President

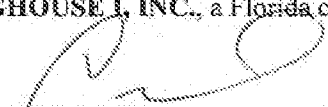
KER MANAGEMENT SERVICES, LLC, a Florida limited liability company

By: 
Name: Crawford Ker
Title: Manager

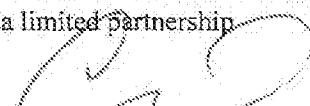
KER HOLDINGS, INC., a Florida corporation

By: 
Name: Crawford Ker
Title: President


WINGHOUSE I, INC., a Florida corporation

By: 
Name: Crawford Ker
Title: President


KER FAMILY ENTERPRISES, LTD., a Florida limited partnership

By: 
Name: Crawford Ker
Title: General Partner


WINGHOUSE II, INC., a Florida corporation

By: 
Name: Crawford Ker
Title: President

CFK ADVERTISING, INC., a Florida corporation


By: 
Name: Crawford Ker
Title: President

WINGHOUSE III, INC., a Florida corporation

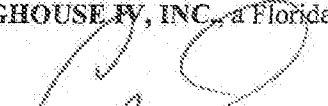
By: 
Name: Crawford Ker
Title: President

WINGHOUSE OF AMERICA, LLC, a Florida limited liability company


By: KER MANAGEMENT SERVICES, LLC,
its Manager

By: 
Name: Crawford Ker
Title: Manager

WINGHOUSE IV, INC., a Florida corporation

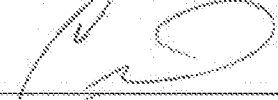
By: 
Name: Crawford Ker
Title: President

WINGHOUSE V, INC., a Florida corporation


By: 
Name: Crawford Ker
Title: President

[Signature Page of Assignors to IP Assignment and Assumption Agreement]

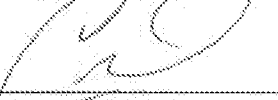
WINGHOUSE OF OCALA, L.C., a Florida limited liability company

By: 
Name: Crawford Ker
Title: Manager


WINGHOUSE XI, LLC, a Florida limited liability company

By: 
Name: Crawford Ker
Title: Manager

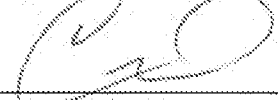
WINGHOUSE OF ORLANDO, INC., a Florida corporation

By: 
Name: Crawford Ker
Title: President


WINGHOUSE XII, LLC, a Florida limited liability company

By: 
Name: Crawford Ker
Title: Manager

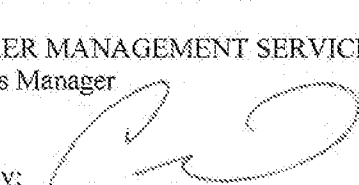
WINGHOUSE IX, INC., a Florida corporation

By: 
Name: Crawford Ker
Title: President

WINGHOUSE OF SANFORD, LLC, a Florida limited liability company

By: 
Name: Crawford Ker
Title: Manager

WINGHOUSE OF KISSIMMEE, LLC, a Florida limited liability company

By: KER MANAGEMENT SERVICES, LLC,
its Manager
By: 
Name: Crawford Ker
Title: Manager

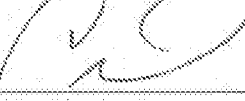
WINGHOUSE XV, LLC, a Florida limited liability company

By: 
Name: Crawford Ker
Title: Manager

WINGHOUSE X, INC., a Florida corporation


By: 
Name: Crawford Ker
Title: President

WINGHOUSE XVI, LLC, a Florida limited liability company

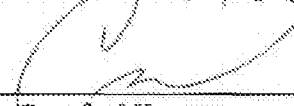
By: 
Name: Crawford Ker
Title: Manager

[Signature Page of Assignors to IP Assignment and Assumption Agreement]

WINGHOUSE OF LAKELAND, LLC, a
Florida limited liability company

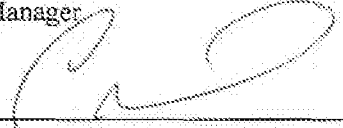
By: 
Name: Crawford Ker
Title: Manager

WINGHOUSE OF BRADENTON, LLC, a
Florida limited liability company

By: 
Name: Crawford Ker
Title: Manager


WINGHOUSE OF CLEARWATER, LLC, a
Florida limited liability company

By: KER MANAGEMENT SERVICES, LLC,
its Manager

By: 
Name: Crawford Ker
Title: Manager

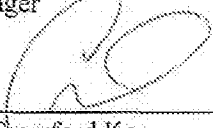
WINGHOUSE OF DAYTONA
BEACHSIDE, LLC, a Florida limited liability
company

By: KER MANAGEMENT SERVICES, LLC,
its Manager

By: 
Name: Crawford Ker
Title: Manager

WINGHOUSE OF BRANDON 60, LLC, a
Florida limited liability company

By: KER MANAGEMENT SERVICES, LLC,
its Manager

By: 
Name: Crawford Ker
Title: Manager


WINGHOUSE OF GAINESVILLE, LLC, a
Florida limited liability company

By: KER MANAGEMENT SERVICES, LLC,
its Manager

By: 
Name: Crawford Ker
Title: Manager

WINGHOUSE OF WESLEY CHAPEL,
LLC, a Florida limited liability company

By: KER MANAGEMENT SERVICES, LLC,
its Manager

By: 
Name: Crawford Ker
Title: Manager

WINGHOUSE OF FORT MYERS, LLC, a
Florida limited liability company

By: KER MANAGEMENT SERVICES, LLC,
its Manager

By: 
Name: Crawford Ker
Title: Manager

[Signature Page of Assignors to IP Assignment and Assumption Agreement]

WINGHOUSE OF SARASOTA, LLC, a
Florida limited liability company

By: KER MANAGEMENT SERVICES, LLC,
its Manager

By: [Signature]
Name: Crawford Ker
Title: Manager

WINGHOUSE OF ALTAMONTE
PROPERTY HOLDINGS, LLC, a Florida
limited liability company

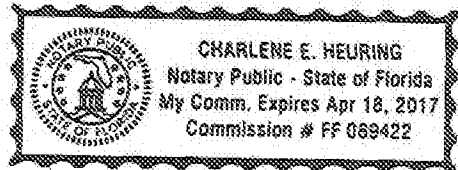
By: [Signature]
Name: Crawford Ker
Title: Manager

CRAWFORD KER 2007 IRREVOCABLE
TRUST

By: [Signature]
Name: Crawford Ker
Title: Trustee

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 1st day of July, 2014,
by Crawford Ker, on behalf of the Seller, in the capacity set forth in the signature block above, who
is personally known to me, or who has produced the following identification:
_____ (check one).



[Signature]
Name: Charlene Heuring (print)
NOTARY PUBLIC
Commission No.: FF 089422
Commission Expiration Date: April 18, 2017

[Signature Page of Assignors to IP Assignment and Assumption Agreement]

ASSIGNEE:

SOARING WINGS IP, LLC

By: SOARING WINGS MANAGER, LLC, its Manager

By: *Kenneth P. Jones*
Name: Kenneth P. Jones
Title: Manager

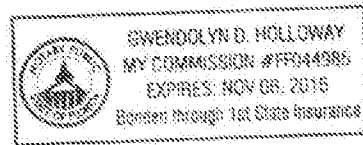
STATE OF Florida)
COUNTY OF Hillsborough) SS

On this 30 day of June, 2014, before me Kenneth P. Jones, personally appeared Kenneth P. Jones, on behalf of SOARING WINGS IP, LLC, in the capacity set forth in the signature block above, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Gwendolyn D. Holloway
Notary Public
My Commission Expires: _____

(NOTARIAL SEAL)



SCHEDULE 1

List of Trademarks:

Mark	Jurisdiction	Registration
HOUSE ON FIRE	USPTO	2355193
HOUSE ON FIRE	Florida	T060000001601
NEED WE SAY MORE	USPTO	2199642
NEED WE SAY MORE	Florida	T060000001603
ICER'S WINGHOUSE WH	USPTO	1928355
WE SERVE 'EM NAKED	USPTO	2355192
WE SERVE 'EM NAKED	Florida	T060000001602
WingHouse (stylized - clothing)	Florida	T060000001604
WingHouse (stylized - restaurant services)	Florida	T060000001605
WINGHOUSE (restaurant services)	USPTO	2360057
WINGHOUSE (restaurant services)	Florida	T060000001607
WINGHOUSE (clothing)	USPTO	2360056
WINGHOUSE (clothing)	Florida	T060000001606

SCHEDULE 2

List of Copyrights:

None.

SCHEDULE 3

List of Patents

None.

SCHEDULE 4

List of Domain Names

www.winghouse.com
www.winghouse.biz
www.winghouse68.com
www.winghouse68franchising.com
www.winghousestore.com
www.winghousecalendar.com
www.whfranchise.com
www.whfranchising.com
www.winghousefranchising.com
www.cfkadvertising.com
www.cfkusa.com
www.tbluxury.com