

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447742

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carnica, Inc.		10/02/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dent Wizard International Corporation		
<b>Street Address:</b>	4710 Earth City Expwy		
<b>City:</b>	Bridgeton		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63044		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2233716	CARNICA INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2144510165		
<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>	214-451-0164		
<b>Email:</b>	jay@kjpllc.com		
<b>Correspondent Name:</b>	Jay Johnson		
<b>Address Line 1:</b>	1910 Pacific Ave.		
<b>Address Line 2:</b>	Suite 13000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Jay Johnson		
<b>SIGNATURE:</b>	/Jay Johnson/		
<b>DATE SIGNED:</b>	10/18/2017		
<b>Total Attachments: 5</b>			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made as of October 2, 2017 by Carnica, Inc., an Illinois corporation (“**Assignor**”), to Dent Wizard International Corporation, a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 2, 2017 (the “**Agreement**”), and the Agreement provides for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Assignor owns the trademark applications and registered trademarks as set forth on Schedule I (collectively, the “**Assigned Marks**”);

WHEREAS, Assignee desires to purchase or acquire all of Assignor’s right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, subject to the terms and conditions of the Agreement and in consideration of One Dollar (\$1.00) and other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor’s right, title and interest to the Assigned Marks, together with the goodwill of the business and activities generated thereby, symbolized thereby and associated therewith, free and clear of all Encumbrances, other than Permitted Encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor is assigning the Assigned Marks as part of the entire business or portion thereof to which the Assigned Mark pertains, and Assignee is the successor of the ongoing and existing business of Assignor to which the Assigned Marks pertain.

3. From and after the Closing Date, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, in addition to the Ancillary Agreements, and take such other action as may reasonably be necessary to consummate or to give effect to the Contemplated Transactions.

4. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Agreement. To the extent any provision of this Assignment conflicts with or is inconsistent with the terms of the Agreement, the Agreement shall control and govern.

5. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

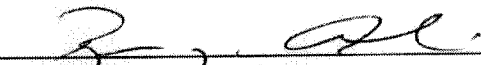
6. This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

7. This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

**CARNICA, INC., an Illinois corporation**

By:   
Name: Russell J. Carynski  
Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 006184 FRAME: 0759**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

**DENT WIZARD INTERNATIONAL CORPORATION,**  
as Assignee

By: 

Name: Terry Koebbe

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 006184 FRAME: 0760**

**SCHEDULE I**

**1. Trademark Registrations**

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA		2233716	March 23, 1999

**2. Trademark Applications**

None.