

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561735

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| D.L. Cole & Associates, Inc.  |  | 01/29/2020            | Corporation: MISSOURI |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | S.K.C. Enterprises, Inc.                           |                       |                       |
| <b>Street Address:</b>  | 10929 Page Avenue                                  |                       |                       |
| <b>City:</b>  | St. Louis  |                       |                       |
| <b>State/Country:</b>   | MISSOURI   |                       |                       |
| <b>Postal Code:</b>   | 63132  |                       |                       |
| <b>Entity Type:</b>   | Corporation: ILLINOIS                              |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4558628  | NATIONAL RENT-TO-OWN  |                       |
| <b>Registration Number:</b>   | 4558629  | NATIONAL RENT-TO-OWN  |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 3142592020   |                       |                       |
| <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>   | 3142592000   |                       |                       |
| <b>Email:</b>   | bcipdocketing@bclplaw.com                          |                       |                       |
| <b>Correspondent Name:</b>  | BRYAN CAVE LEIGHTON PAISNER LLP                    |                       |                       |
| <b>Address Line 1:</b>  | 211 North Broadway, Suite 3600                     |                       |                       |
| <b>Address Line 4:</b>  | St. Louis, MISSOURI 63102                          |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1043205.7  |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Lindsay Cohen Schneider                            |                       |                       |
| <b>SIGNATURE:</b>   | /Lindsay Cohen Schneider/                          |                       |                       |
| <b>DATE SIGNED:</b>   | 02/12/2020   |                       |                       |
| <b>Total Attachments: 5</b>   |  |                       |                       |
| source=Trademark and Domain Assignment Agreement (EXECUTION COPY)#page1.tif   |  |                       |                       |
| source=Trademark and Domain Assignment Agreement (EXECUTION COPY)#page2.tif   |  |                       |                       |
| source=Trademark and Domain Assignment Agreement (EXECUTION COPY)#page3.tif   |  |                       |                       |
| source=Trademark and Domain Assignment Agreement (EXECUTION COPY)#page4.tif   |  |                       |                       |

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## TRADEMARK AND DOMAIN ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), including all schedules attached hereto, is made effective January 29, 2020 (the "Effective Date"), by and among D.L. Cole & Associates, Inc. a Missouri corporation ("Assignor") and S.K.C. Enterprises, Inc., an Illinois corporation ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to a certain Agreement of Purchase and Sale, the Parties agreed that Assignor would transfer, or cause to be transferred, to Assignee the trademarks and applications and registrations therefor set forth on Schedule A attached hereto (collectively, the "Assigned Trademarks") and to the registered domain names set forth on Schedule B attached hereto (the "Purchased Domain Names").

NOW, THEREFORE, in consideration of the terms set forth in the Agreement of Purchase and Sale, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. All capitalized terms not otherwise defined herein, as used in this Assignment, shall have the respective meanings ascribed to such terms herein.
2. Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee purchases, acquires and accepts, all of the right, title, and interest in, to and under the Assigned Trademarks and the Purchased Domain Names, together with all goodwill associated therewith and all income, royalties, damages and payments earned or accrued after the date of this Agreement with respect thereto (including damages and payments for infringements or misappropriations thereof and the right to sue and recover for infringements or misappropriations thereof), free and clear of all liens, other than Permitted Liens. Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment, including, but not limited to, providing all transfer approvals and otherwise completing any online procedures set forth by the Registrar for the Purchased Domain Names that are necessary to transfer the Purchased Domain Names.
3. As the owner of all right, title and interest in, to and under the Assigned Trademarks and the Purchased Domain Names, Assignee shall have the right, in its sole and absolute discretion, to notify third parties of its acquisition of the Assigned Trademarks and the Purchased Domain Names, to perform filings, recordings and other acts, and pay required fees and taxes, to prosecute, maintain and protect its interest in the Assigned Trademarks and the Purchased Domain Names, in the name of Assignee. Nothing in this Agreement shall be construed as requiring Assignee to (i) maintain or protect any specific trademark, (ii) continue the prosecution or maintenance of any pending application for registration of any trademark, or (iii) file an application with a governmental authority to obtain protection for any trademark.
4. Assignee shall have the right to enforce and defend its rights in the Assigned Trademarks and the Purchased Domain Names, in its sole and absolute discretion.

5. Except to the extent provided for in the Agreement of Purchase and Sale, or as otherwise agreed to by the Parties, Assignor shall discontinue all uses of the Assigned Trademarks and Purchased Domain Names, as of the Effective Date of this Agreement, including any further creation, publication or distribution of documents and materials (whether in written, electronic, digital, or in other form), all promotional and advertising literature, social media content, labels, product markings, name plates, stationary, business cards, office forms, packaging, websites and all other written and electronic uses of the Assigned Trademarks and the Purchased Domain Names.

6. Assignee may record this Assignment with the United States Patent and Trademark Office, Missouri Secretary of State, Illinois Secretary of State, and/or with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate. All costs associated with any such registrations or recordations shall be paid by Assignee.

7. This Assignment is executed and delivered pursuant to the terms of the Agreement of Purchase and Sale. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of Agreement of Purchase and Sale.

8. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Missouri, United States of America, applicable to contracts to be carried out wholly within such State, without reference to its conflict of laws principles that might apply the law of another jurisdiction.

9. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date.

Assignor:

D.L. COLE & ASSOCIATES

By: *David C. Cole*

Name: David C. Cole

Title: President

Assignee:

S.K.C. ENTERPRISES, INC.

By: *Charles Klein*


Name: Charles Klein

Title: President

[Signature Page to Trademark Assignment Agreement]

**Schedule A**

**Assigned Trademarks**

| Trademarks  |
|---|
| U.S. Reg. No. 4558628 for NATIONAL RENT-TO-OWN  |
| U.S. Reg. No. 4558629 for NATIONAL RENT-TO-OWN Logo<br><br><br><br>The logo features the word "NATIONAL" in a large, bold, italicized sans-serif font. To the left of "NATIONAL" is a stylized graphic consisting of three horizontal bars: the top bar is solid black, the middle bar is white with a dashed outline, and the bottom bar is solid black. Below "NATIONAL" is the phrase "rent-to-own" in a smaller, lowercase, italicized sans-serif font. |
| Missouri Reg. No. S016121 for NATIONAL RENT-TO-OWN  |
| Illinois Reg. No. 090829 for NATIONAL RENT-TO-OWN   |

**Schedule B**

**Purchased Domain Names**

| <b>Domain Name</b> |
|--------------------|
| nationalrto.com    |
| nationalrto.net    |