

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AuctionLook.com, LLC		04/10/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Direct Offer, Inc.		
Street Address:	2408 Hemingway Drive		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215-4008		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88057982	DIRECTOFFER	
CORRESPONDENCE DATA			
Fax Number:	2707825856		
<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:	2707828160		
Email:	lhagan@kerricklaw.com		
Correspondent Name:	Laura M. Hagan		
Address Line 1:	1025 State St, PO Box 9547		
Address Line 4:	Bowling Green, KENTUCKY 42101		
NAME OF SUBMITTER:	Laura M. Hagan		
SIGNATURE:	/Laura M. Hagan/		
DATE SIGNED:	04/10/2020		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Assignment Agreement (this "Agreement") is by and between AuctionLook.com, LLC, a Tennessee limited liability company (hereinafter collectively, the "Assignors"), and Direct Offer, Inc., a Tennessee corporation, with an address of 2408 Hemingway Drive, Nashville, Tennessee 37215-4008 (the "Assignee") (hereinafter referred to collectively as the "Parties" and individually as a "Party").

RECITALS:

WHEREAS, AuctionLook.com, LLC, a Tennessee limited liability company is the owner of all right, title and interest in and to the mark DIRECT OFFER, which is the subject of U.S. Trademark Application, Serial No. 88/057,982 (hereinafter collectively referred to as the "Mark");

WHEREAS, the Parties wish to irrevocably assign to Assignee, all of its rights, title and interest, on a worldwide basis, in and to the Mark; and

NOW, THEREFORE, in consideration of the foregoing premises, 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 hereby agree as follows:

1. ASSIGNMENT

1.1 Effective as of April 9, 2020, Assignor hereby assigns to Assignee, all right, title and interest in and to the Mark, including, without limitation, the goodwill of the business symbolized by the Mark, all registrations and applications for registration thereof, all common law rights in the Mark, and all rights of action accrued and to accrue under the Mark, including all claims and rights to sue and recover for future or past infringement of the Mark and all rights to oppose or cancel any existing third party registration for a similar Mark.

1.2. Assignor agrees, upon reasonable request, without further payment or compensation by Assignee or its successors or assigns: to provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably determines is desirable to secure, obtain, enforce or defend the Mark and all associated rights in the United States or any foreign country, including, without limitation, any additional documents needed to record and fully effect the transfer of trademark rights made herein in the United States or any foreign country, as well as assisting Assignee in any dispute or conflict that may arise concerning Assignee's use of one or more of the Mark. If, for any reason, Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Mark, Assignor hereby appoints Assignee as its attorney in fact, with full power of substitution, on behalf of Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Mark, to secure recordation or registration of the Mark and of this Assignment.

