

TO: fax16-2 COMPANY:

Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Eighth Floor Promotions, L.L.C.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Nevada limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) _____, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Visionary Partners Ltd.

Street Address: 149 Harvest Drive

City: Coldwater

State: Ohio

Country: United States Zip: 45828

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Ohio LLC Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John M. Deeds

Internal Address: _____

Street Address: 100 South Main Avenue, Suite 300

City: Sidney

State: Ohio Zip: 45365

Phone Number: 937-492-1271

Docket Number: _____

Email Address: jdeeds@fgks-law.com

6. Total number of applications and registrations involved:

14 (E)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$365.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Thomas J. Meyer
Signature

JAN 20 2020
Date

Thomas J. Meyer

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$365.00

TO: fax16-2 COMPANY:

**Exhibit A
Marks**

Marks	Registration Nos.
AWARDLAB	88422878 (Serial No.)
YOU DESIGN IT. WE MAKE IT.	88521748 (Serial No.)
AWARDS CORNER	3514587
WE ARE MOTIVATING EXCELLENCE	4277599
VISIONS AWARDS	4277598
AITG	4277597
HERITAGE CREATIONS USA	4277596
AWARDCRAFT	4277595
VISIONSXTRA	5024365
VISIONS AWARDS	2623823
EIGHTH FLOOR PROMOTIONS	2808351
THE ART OF RECOGNITION	2907998
ABSOLUTELY VISIONS	2374797
VISIONS FOSSIL STONE	2096030

TO: fax16-2 COMPANY:

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 31st day of December, 2019, by Eighth Floor Promotions, L.L.C., a Nevada limited liability company ("Assignor"), to Visionary Partners Ltd., an Ohio limited liability company ("Assignee").

RECITALS:

- A. Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain of its business assets, including, without limitation, certain intellectual property assets; and
- B. in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title and interest in, to and under all of Assignor's common law and registered trademarks set forth on Exhibit A (collectively, the "Marks") and the goodwill of Assignor's business which is associated therewith and which is symbolized thereby.

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant and convey to Assignee all of Assignor's worldwide right, title and interest in, to and under the Marks, including the applications and registrations for each of the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor agrees to execute, acknowledge and deliver to Assignee, at Assignee's reasonable request, any and all further documents, papers, affidavits, statements and/or other instruments, whether or not in paper or electronic form, to confirm Assignee's ownership of all rights pursuant to this Assignment.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment to be effective as of the date first above written.

Eighth Floor Promotions, L.L.C.


By: Renoir Visions, LLC, Member

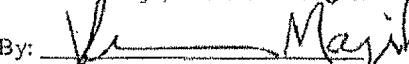
By: Renoir, Inc., Member

By: 
Kam Majd, Authorized Officer

TO: fax16-2 COMPANY:

By: 
Lori Majd, Authorized Officer

By: 
Kaveh Majd, Authorized Officer

By: 
Kamrooz Majd, Authorized Officer

By: Visions Manufacturing Group, Inc., Member

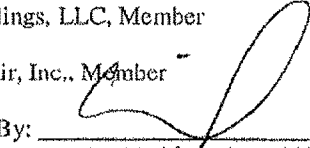
By: _____
Thomas J. Meyer, Authorized Officer

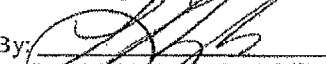
By: _____
Dana Meyer, Authorized Officer

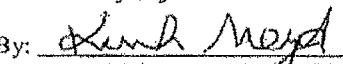
By: _____
R. Kent Paxson (by Thomas J. Meyer
under proxy), Shareholder


By: EFP Holdings, LLC, Member

By: Renoir, Inc., Member

By: 
Kam Majd, Authorized Officer

By: 
Lori Majd, Authorized Officer

By: 
Kaveh Majd, Authorized Officer

By: 
Kamrooz Majd, Authorized Officer

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By: _____
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By: _____
Kaveh Majd, Authorized Officer

By: _____
Kamrooz Majd, Authorized Officer

By: Visions Manufacturing Group, Inc., Member

By: Thomas J. Meyer
Thomas J. Meyer, Authorized Officer

By: _____
Dana Meyer, Authorized Officer

By: Thomas J. Meyer
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