

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM572293

<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>
MadSky Managed Repair Program, LLC		10/15/2019	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FV Holdings, LLC		
<b>Street Address:</b>	365 Inverness Pkwy		
<b>Internal Address:</b>	Ste. 150		
<b>City:</b>	Englewood		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80112		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5787655	MADSKY	
<b>Registration Number:</b>	5787653	MADSKY	
<b>Registration Number:</b>	5270014	MADSKY MANAGED REPAIR PROGRAM	
<b>Registration Number:</b>	5264300	MADSKY MRP	
<b>Registration Number:</b>	5264299	MADSKY MANAGED REPAIR PROGRAM	
<b>Registration Number:</b>	5722479	TRANSFORMING ROOFTECTOR CLAIMS	
<b>Serial Number:</b>	88203421	R	
<b>Serial Number:</b>	88101310	ROOFCOIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4029325676		
<b>Email:</b>	tlangan@ddlawgroup.com		
<b>Correspondent Name:</b>	M. Thomas Langan II		
<b>Address Line 1:</b>	9500 West Dodge Road		
<b>Address Line 2:</b>	Ste. 100		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68114		

OP \$215.00 5787655

<b>NAME OF SUBMITTER:</b>	M. Thomas Langan II
<b>SIGNATURE:</b>	/M. Thomas Langan II/
<b>DATE SIGNED:</b>	04/16/2020
<b>Total Attachments: 4</b> source=25V5845-MadSky - Trademark Assignment - FV Holdings - Executed#page1.tif source=25V5845-MadSky - Trademark Assignment - FV Holdings - Executed#page2.tif source=25V5845-MadSky - Trademark Assignment - FV Holdings - Executed#page3.tif source=25V5845-MadSky - Trademark Assignment - FV Holdings - Executed#page4.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered into as of October 15, 2019, by MadSky Managed Repair Program, LLC, a Texas limited liability company ("Assignor"), located at 365 Inverness Pkwy, Suite 150, Englewood, CO 80112, in favor of FV Holdings, LLC, a Delaware limited liability company ("Assignee"), located at 365 Inverness Pkwy, Suite 150, Englewood, CO 80112.

**WITNESSETH:**

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement, dated of even date herewith (the "Contribution Agreement"); and

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 attached hereto, and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Contribution Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably

necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Original Copy. A signed copy of this Trademark Assignment 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**[REST OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]**




**SCHEDULE 1**

**Assigned Trademarks**

Trademark Registrations:

Mark	Registration Number	Registration Date
	5787655	June 25, 2019
MADSKY	5787653	June 25, 2019
	5270014	August 22, 2017
MADSKY MRP	5264300	August 15, 2017
MADSKY MANAGED REPAIR PROGRAM	5264299	August 15, 2017
TRANSFORMING ROOFTECTOR CLAIMS	5722479	April 9, 2019

Trademark Applications:

Mark	Application Serial Number	Filing Date
	88203421	November 22, 2018
ROOF COIN	88101310	August 31, 2018