

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM585585

<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>
Contractors & Industrial Supply Company, Inc.		12/06/2019	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shane Bakalyar		
<b>Street Address:</b>	1322 4th Avenue North		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37208		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5886735	X-FACTOR	
<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>Email:</b>	michael.mills@kleinpllc.com		
<b>Correspondent Name:</b>	Michael Mills		
<b>Address Line 1:</b>	1322 4th Avenue North		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37208		
<b>NAME OF SUBMITTER:</b>	Michael Mills		
<b>SIGNATURE:</b>	/Michael Mills/		
<b>DATE SIGNED:</b>	07/09/2020		
<b>Total Attachments: 3</b>			
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OP \$40.00 5886735

## Exhibit B – Trademark Assignment Agreement

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of December 6, 2019, is made by Contractors & Industrial Supply Company, Inc., a Tennessee corporation, with offices at 1241 Foster Ave., Nashville, TN 37210 (“**Seller**”), in favor of Shane Bakalyar, a resident of the State of Tennessee (“**Buyer**”).

WHEREAS, under the terms of a certain Confidential Settlement Agreement and General Release agreed to between Seller and Buyer, Seller has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

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

(a) the trademark registration number 5886735 for the trademark “X-Factor” and all issuances, extensions, and renewals thereof (the “**Assigned Trademark**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Seller 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Trademark to Buyer, or any assignee or successor thereto.

3. Electronic Signature. 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.

4. 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.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

CONTRACTORS & INDUSTRIAL SUPPLY COMPANY, INC

By: Tom Schiller DEC-6-2019  
Name: Tom Schiller  
Title: CEO

ACKNOWLEDGMENT

STATE OF TENNESSEE )  
)SS.  
COUNTY OF DAVIDSON )

On the \_\_\_ day of December, 2019, before me personally appeared Tom Schiller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Contractors & Industrial Supply Company, Inc., the Tennessee corporation described, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

Ruth White  
Notary Public  
Printed Name:

Ruth White

My Commission Expires:  
9/22/2020

