

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Storm Tight Windows Inc.		12/31/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Leaf Home Enhancements, LLC		
Street Address:	1595 Georgetown Rd.		
City:	Hudson		
State/Country:	OHIO		
Postal Code:	44236		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5027482	STORM TIGHT WINDOWS	
Serial Number:	90419801	STORM TIGHT WINDOWS	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	46073-368		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	01/06/2021		
Total Attachments: 5			
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**AGREEMENT FOR ASSIGNMENT OF
INTELLECTUAL PROPERTY AND RIGHTS**

THIS AGREEMENT FOR ASSIGNMENT OF INTELLECTUAL PROPERTY AND RIGHTS, dated as of December 31, 2020 (the “**Intellectual Property Assignment**”), is entered into by and between Storm Tight Windows Inc., a Florida corporation (the “**Assignor**”) and Leaf Home Enhancements, LLC, a Delaware limited liability company (the “**Assignee**”). This Intellectual Property Assignment is being executed pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignor, the Assignee and Lee Brown (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined in this Intellectual Property Assignment shall have the meanings assigned to them in the Purchase Agreement.

BACKGROUND

The Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor’s right, title, and interest in and to the Intellectual Property owned by the Assignor and related to or used in the operation of the Business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

1. The Assignor hereby sells, assigns, transfers, and conveys to Assignee the Assignor’s entire and undivided right, title, and interest, whether now existing or hereafter acquired, in and to the Intellectual Property owned by the Assignor and related to or used in the operation of the Business, including, but not limited to, the Intellectual Property listed on Exhibit A attached hereto, together with all the associated goodwill of the Business symbolized by the Intellectual Property, along with any and all registrations and applications for such Intellectual Property and any renewals and extensions of registrations or applications thereof that may be secured under any applicable law now or in the future, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Intellectual Property, including infringement of the Intellectual Property, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in Assignee’s name.

2. The Assignor agrees to provide to the Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance, and to do all acts and take such further action, including the execution, acknowledgment, and delivery of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Intellectual Property Assignment.

3. The Assignor will cooperate to the extent reasonably necessary for the Assignee to make any and all required filings to effectuate the transfer of the Intellectual Property.

4. This Intellectual Property Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

5. This Intellectual Property Assignment is governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflict of laws principles.

6. Whenever possible, each provision of this Intellectual Property Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Intellectual Property Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Intellectual Property Assignment.

7. Notwithstanding anything herein to the contrary, the provisions of this Intellectual Property Assignment shall be subject to the provisions of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities relating to the Acquired Assets which are incorporated herein by this reference. If and to the extent the provisions of this Intellectual Property Assignment are inconsistent in any way with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement control. Nothing contained herein shall be deemed to alter, modify, expand, or diminish the terms and provisions set forth in the Purchase Agreement. Nothing contained in this Intellectual Property Assignment may be construed as a waiver of any of the rights or remedies of the parties hereto as set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered by the parties hereto pursuant to the Purchase Agreement.

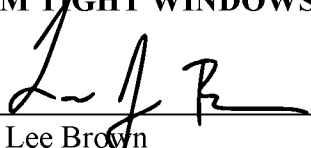
8. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Assignment by facsimile transmission or other electronic transmission (including by electronic mail in portable document format (.pdf)) shall be as effective as delivery of a manually executed counterpart hereof and shall be considered to have the same binding legal effect as if it were the original signed version hereof delivered in person.

[Signature Page Follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be duly executed as of the date first above written.

ASSIGNOR:

STORM TIGHT WINDOWS INC.

By: 
Name: Lee Brown
Title: President

ASSIGNEE:

LEAF HOME ENHANCEMENTS, LLC

By: _____
Name: Matthew Barresi
Title: President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be duly executed as of the date first above written.

ASSIGNOR:

STORM TIGHT WINDOWS INC.

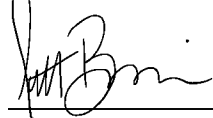
By: _____

Name: Lee Brown

Title: President

ASSIGNEE:

LEAF HOME ENHANCEMENTS, LLC


By:  _____

Name: Matthew Barresi

Title: President

Exhibit A
Intellectual Property

Trademarks

<i>Trademark</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
	U.S.	11/26/13	86/130,280	8/23/16	5027482	Registered	Storm Tight Windows Inc.
STORM TIGHT WINDOWS	U.S.	12/28/20	90/419,801	N/A	N/A	Pending	Storm Tight Windows Inc.

Domain Names

1. <https://www.stormentightwindows.com/>