

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664954

<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>
FlexGround Products LLC		08/02/2021	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flexground, LLC		
<b>Street Address:</b>	2140 E. Cedar Street		
<b>City:</b>	Tempe		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85281		
<b>Entity Type:</b>	Limited Liability Company: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5218933	KOOLFLEX SURFACING SYSTEM	
<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>	14049626494		
<b>Email:</b>	stephen.kabakoff@millermartin.com		
<b>Correspondent Name:</b>	Stephen E. Kabakoff		
<b>Address Line 1:</b>	1180 W Peachtree St NW UNIT 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Stephen E. Kabakoff		
<b>SIGNATURE:</b>	/Stephen E. Kabakoff/		
<b>DATE SIGNED:</b>	08/04/2021		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Trademark Assignment**"), dated as of August 2, 2021, is made by FlexGround Products LLC, an Arizona limited liability company located at 2140 E. Cedar Street, Tempe, Arizona 85281 ("**Assignor**"), in favor of Flexground, LLC, an Arizona limited liability company located at 2140 E. Cedar Street, Tempe, Arizona 85281 ("**Assignee**").

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and Assignee desires to acquire all of the Assignor's rights, title, and interests in such intellectual property; and

WHEREAS, Assignor 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, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "**Assigned Trademark Rights**"):

(a) all trademark registrations and applications set forth in **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with all of the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(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, including, but not limited to, all rights in and to any other applications or registrations for the Trademarks filed anywhere in the world and all rights to claim priority in any country on the basis of any such applications or registrations;

(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, 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 Other 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, without further consideration, and at Assignee's sole cost and expense, 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 Trademark Rights to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email, 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. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**[Remainder of page intentionally left blank.  
Signature page immediately follows.]**

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

**ASSIGNOR:**

FLEXGROUND PRODUCTS LLC,  
an Arizona limited liability company

By: 

Name: William J. Stafford

Title: President

**ASSIGNEE:**

FLEXGROUND, LLC,  
an Arizona limited liability company

By: 

Name: William J. Stafford


Title: President

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 007378 FRAME: 0752**

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
	U.S.	Registered	5218933	06-JUN-2017