

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Millwork 360, LLC		07/09/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Millwork 360 Holdings, Inc.		
Street Address:	9411 Grand Estates Way		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33946		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4813562	VC VILLACREST INTERIOR DOORS	
Registration Number:	4813561	VILLACREST	
Registration Number:	5495755	IMPACT360	
Registration Number:	4813566	PN PLANTATION SERIES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	shiers@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez		
Address Line 1:	800 E. Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	08/05/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of July 9, 2021 (the "Effective Date"), is by and between Millwork 360, LLC, a Florida limited liability company ("Assignor"), and Millwork 360 Holdings, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor, Assignee, and the other parties thereto entered into that certain Asset Purchase Agreement on the Effective Date (the "Purchase Agreement"); and

WHEREAS, Assignor is the owner of the Transferred IP (as defined in the Purchase Agreement), which includes, without limitation the registered trademarks listed on the attached Schedule A (the "Trademarks"), certain domain names listed on the attached Schedule B (the "Domain Names"), certain unregistered designs and logos listed on the attached Schedule C (collectively the "Designs"), and certain trade secrets;

WHEREAS, in furtherance of the transactions contemplated by the Purchase Agreement, Assignor has agreed to assign to Assignee the Transferred IP, and all rights, titles and interests in and to the Transferred IP, and the parties wish to record such assignment in the U.S. Patent and Trademark Office, as applicable.

NOW, THEREFORE, in consideration of the amounts paid in the Purchase Agreement and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

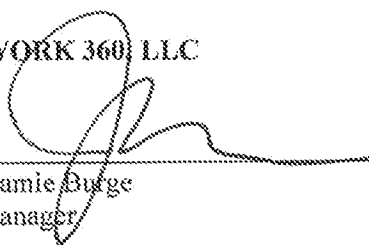
1. Assignment of Intellectual Property. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest in and to (i) the Transferred IP; (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present, and future infringements thereof; (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (iv) all goodwill and moral rights associated therewith; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Additional Documents. Assignor shall execute any other documents, provide such reasonable assistance, and perform such other reasonable actions, in each case at Assignee's expense, as may be reasonably required to carry out the purposes of the Agreement, vest and record title in the name of Assignee or its designee, and file, prosecute, register, defend, and enforce the Transferred IP.
3. Incorporation by Reference. The terms of the Purchase Agreement, including but not limited to the representations, warranties, covenants, agreements, and indemnities relating to the Transferred IP, are incorporated herein by reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded, modified, expanded, limited, replaced, amended, changed, waived, or otherwise affected hereby but shall remain in full force and effect to the full extent provided therein. Notwithstanding anything contained herein to the contrary, in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. No Effect on Purchase Agreement. Notwithstanding any other provision of this Assignment, nothing contained herein, express or implied, shall in any way supersede, modify, expand, limit, replace, amend, change, rescind, waive, or otherwise affect any of the provisions of the Purchase Agreement, including, but not limited to, any representations, warranties, covenants, agreements, or indemnities of Assignor or Assignee. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.
5. Binding Effect. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.
6. No Third-Party Beneficiary. The terms and provisions of this Assignment are intended solely for the benefit of the parties hereto and their respective successors or permitted assigns, and it is not the intention of the parties hereto to confer third-party beneficiary rights upon any other Person.
7. Amendment. This Assignment may be amended, supplemented, or modified only by a written instrument duly executed by or on behalf of Assignor and Assignee.
8. Governing Law; Jurisdiction; Waiver of Jury Trial. This Assignment shall be governed by and construed in accordance with the Purchase Agreement provisions denoted by the headings Governing Law; Dispute Resolution; Forum; and Waiver of Jury Trial.
9. Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom and in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.
10. Headings. The headings contained in this Assignment are for reference purposes only and will not affect in any way the meaning or interpretation of this Assignment.
11. Counterparts; Facsimile Copies. This Assignment may be executed in one or more counterparts, each of which as so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. A facsimile or electronic signature shall be acceptable as an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the Effective Date.

MILLWORK 360 LLC

By: 
Name: Jamie Burge
Title: Manager

MILLWORK 360 HOLDINGS, INC.

By: _____
Name: Matt Kaufman
Title: Assistant Secretary

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the Effective Date.

MILLWORK 360, LLC

By: _____
Name: Jamie Burge
Title: Manager

MILLWORK 360 HOLDINGS, INC.

By:  _____
Name: Matt Kaufman
Title: Assistant Secretary

Schedule A

Registered Trademarks

- Villacrest Logo and Trademark registered on September 15, 2015 under U.S. Trademark Registration No. 4,813,562.
- Villacrest Name and Trademark registered on September 15, 2015 under U.S. Trademark Registration No. 4,813,561.
- IMPACT360 Logo and Trademark registered on June 19, 2018 under U.S. Trademark Registration No. 5,495,755.
- PN Plantation Series & Design registered on September 15, 2015 under U.S. Trademark Registration No. 4,813,566.

Schedule B

Domain Names

- Domains: www.millwork360.net, www.uscustommouldings.com, tampashavingscompany.com

Schedule C

Designs

- Millwork 360 Logo and Trademark
- Custom Moulding Quoter: PQuoter
- Custom Mastergrain and Door Quoter: Excel
- Custom Scheduler: PTracker
- MasterGrain™