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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM742172

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kevin Beck		07/19/2022	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Jerry L. Johnson & Associates, Inc.
Street Address:	6499 Mt Zion Blvd
City:	Morrow
State/Country:	GEORGIA
Postal Code:	30260
Entity Type:	Corporation: GEORGIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6502941	LIVE LIFT

CORRESPONDENCE DATA

Fax Number: 4043659532

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.

Phone: 404-504-7656

Email: aklein@mmmlaw.com

Correspondent Name: Ashley N. Klein

Address Line 1: 1600 Atlanta Financial Center

Address Line 2: 3343 Peachtree Rd. NE Address Line 4: Atlanta, GEORGIA 30326

NAME OF SUBMITTER:	Ashley N. Klein
SIGNATURE:	/Ashley N. Klein/
DATE SIGNED:	07/19/2022

Total Attachments: 4

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TRADEMARK 900707824 REEL: 007794 FRAME: 0647

JLJ & Associates, Inc.

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of the latest signature date indicated in the signature block at the end of this Assignment (the "Effective Date"), by and between Kevin Beck, an individual of Florida (the "Assignor"), and Jerry L. Johnson & Associates, Inc., a Georgia corporation (the "Assignee") (collectively, the "Parties," and singularly, each a "Party").

WHEREAS, Assignor is the owner of the trademark registration identified in <u>Schedule A</u> attached herein (the "Trademark") and Assignor desires to transfer to Assignee the Trademark; and

WHEREAS, the Parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Trademark to Assignee;

NOW, THEREFORE, for good and valuable consideration recited in the Agreement, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

- 1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to the Trademark, including all of the Assignor's right, title and interest in and to any and all trademark rights related to the Trademark, including but not limited to the trademark registration listed in **Schedule A**, and including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the Trademark, and the registrations and applications therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.
- 2. Representation and Warranties. Assignor represents and warrants to Assignee that:
 (a) Assignor owns right, title, and interest in the Trademark free and clear of all liens, encumbrances, security interests, and restrictions on transfer; (b) Assignor has not granted and will not grant any licenses or other rights to the Trademark to any third party; (c) there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Trademark; and (d) to the extent applicable, Assignor has the rights necessary to confer the rights granted to Assignee herein.
- 3. Agreement to Cease Use. After the Effective Date of this Assignment, Assignor shall cease all use of the Trademark and Assignor agrees not to register with any registry, in any state or territory throughout the world, any trademark, trade name, or domain name that is identical or confusingly similar to the Trademark, including, but not limited to, any mark that incorporates the wording "LIVE LIFT".
- 4. <u>Cooperation and Recordation</u>. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee

in the Trademark, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Trademark hereunder and, if appropriate, to assure that the transfer of the Trademark is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office and the patent and trademark offices of foreign jurisdictions, all at the Assignee's sole expense.

5. Miscellaneous.

- (a) This Assignment, and all claims relating to or arising out of the relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Georgia, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.
- (b) This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.
- (c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.
- (e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Signature page to follow.]

TRADEMARK REEL: 007794 FRAME: 0649 IN WITNESS WHEREOF, the Parties bereto have caused this Assignment to be executed and delivered as of the Effective Date:

ASSIGNOR:

Kevin Beck

Name:

Date:

ASSIGNEE:

Jerry L. Johnson & Associates, Inc.

Name:

Title: Date:

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TRADEMARK REEL: 007794 FRAME: 0650

SCHEDULE A

Mark	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE/ REG. DATE	STATUS
LIVE LIFT	88/597,986 6,502,941 US	08-29-2019 09-28-2021	Registered