

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM784440

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK ASSIGNMENT		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Martin Door Manufacturing Corporation		11/29/2022	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MDM Utah, LLC		
<b>Street Address:</b>	1070 Technology Drive		
<b>City:</b>	North Venice		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34275		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5103002	GOT YOUR GROOVE ON?	
<b>Registration Number:</b>	5103001	GET YOUR GROOVE ON!	
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1841544 TM B		
<b>NAME OF SUBMITTER:</b>	Theresa Volano		
<b>SIGNATURE:</b>	/Theresa Volano/		
<b>DATE SIGNED:</b>	02/03/2023		
<b>Total Attachments: 5</b>			
source=B - PGT - 2022 Joinder - Trademark Assignment - November 29, 2022 - Filing#page2.tif			

OP \$65.00 5103002

source=B - PGT - 2022 Joinder - Trademark Assignment - November 29, 2022 - Filing#page3.tif

source=B - PGT - 2022 Joinder - Trademark Assignment - November 29, 2022 - Filing#page4.tif

source=B - PGT - 2022 Joinder - Trademark Assignment - November 29, 2022 - Filing#page5.tif

source=B - PGT - 2022 Joinder - Trademark Assignment - November 29, 2022 - Filing#page6.tif

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is executed and delivered as of November 29, 2022 (the "Effective Date") by Martin Door Manufacturing Corporation Utah, a Utah corporation ("Assignor"), to and in favor of MDM Utah, LLC, a Delaware limited liability company ("Assignee").

**RECITALS**

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, any and all rights, title and interests that Assignor owns or may own or otherwise hold in, to and under the trademarks set forth on Schedule A (the "Assigned Trademarks"), including, but not limited to, any and all common law rights with respect thereto, together with any and all goodwill of the business associated therewith and symbolized thereby.

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

1. Assignor hereby irrevocably sells, assigns, transfers, delivers, conveys and sets over to Assignee any and all rights, title and interests in, to and under the Assigned Trademarks that Assignor owns or may own or otherwise hold, including, without limitation, any and all common law rights with respect thereto and all associated goodwill, in the U.S. and any other country or jurisdiction, together with any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to the Assigned Trademarks, and any and all claims and causes of action with respect to the Assigned Trademarks, whether accruing before, on, or after the date hereof, including all rights to any claims and to recover for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution or other violation of Assignor's rights in or with respect to the Assigned Trademarks, with the right to sue for such legal and equitable relief and to collect or otherwise recover any such damages for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Assignor shall execute all documents and take all actions as may be necessary or desirable to enable Assignee to prosecute, perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned Trademarks, in each case, at the sole cost and expense of Assignee. In the event that Assignor fails to execute any such document or take any such action as set forth in the preceding sentence, Assignor hereby designates Assignee as Assignor's agent, and hereby grants to Assignee a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the limited, sole purpose of executing such documents or taking such actions.
3. This Assignment shall be governed by, and construed in accordance with, the law of the State of New York, without regard to the conflicts of law rules of such state. This Assignment is binding upon, and inures to the benefit of, the parties and their respective successors and

assigns. No waiver, modification or amendment of any provision of this Assignment shall be valid unless in writing and signed by both parties.

4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment.

*[Remainder of page intentionally left blank – signatures appear on the following page]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its respective duly authorized representative as of the Effective Date.

**ASSIGNOR:**

MARTIN DOOR MANUFACTURING CORPORATION UTAH, a Utah corporation

DocuSigned by:  
*Scott Huntsman*  
By: \_\_\_\_\_  
Name: SCOTT HUNTSMAN  
Title: CEO

**ASSIGNEE:**

MDM UTAH, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its respective duly authorized representative as of the Effective Date.

**ASSIGNOR:**

MARTIN DOOR MANUFACTURING CORPORATION UTAH, a Utah corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

MDM UTAH, LLC, a Delaware limited liability company



By: \_\_\_\_\_

Name: Ryan Quinn

Title: Secretary

*[Signature Page to Trademark Assignment]*

Schedule A

Assigned Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
GOT YOUR GROOVE ON?	United States of America	5103002	December 20, 2016	Martin Door Manufacturing CORPORATION UTAH
GET YOUR GROOVE ON!	United States of America	5103001	December 20, 2016	Martin Door Manufacturing CORPORATION UTAH