TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM831301

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fullsteam Holdings LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Fullsteam Operations LLC		
Street Address:	540 Devall Drive		
Internal Address:	Suite 301		
City:	Auburn		
State/Country:	ALABAMA		
Postal Code:	36832		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	6827903	FULLSTEAM	
Serial Number:	97673952	FULLSTEAM	
Registration Number:	6827902	BUILDING ON GREAT	

CORRESPONDENCE DATA

Fax Number:

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: 212-728-8000 Email: ipdept@willkie.com **Correspondent Name:** Alexander Tagawa Address Line 1: 787 Seventh Avenue

New York, NEW YORK 10019 Address Line 4:

ATTORNEY DOCKET NUMBER: 115999/00206 **NAME OF SUBMITTER:** Alexander Tagawa **SIGNATURE:** /Alexander Tagawa/ **DATE SIGNED:** 08/11/2023

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Trademark Assignment Agreement</u>") is made and entered into as of August 11, 2023 by and between Fullsteam Operations LLC, a Delaware limited liability company ("<u>Assignee</u>"), and Fullsteam Holdings LLC, a Delaware limited liability company ("<u>Assignor</u>").

WHEREAS, the Assignor is the owners of all right, title and interest in and to the trademarks and applications and registrations therefor set forth on <u>Schedule A</u> hereto, including all common law rights therein and the goodwill associated therewith (the "<u>Trademarks</u>").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor's right, title, and interest in and to the Trademarks. Assignor further consents to recordation of this Trademark Assignment Agreement by Assignee, including with the United States Patent and Trademark Office or successor offices. Each of the parties hereto covenants and agrees, as its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more efficiently consummate the Assignment contemplated by this Agreement.
- 2. <u>Governing Law</u>. This Trademark Assignment Agreement shall be governed by and construed in accordance with the domestic Laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.
- 3. <u>No Modifications</u>. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.
- 5. <u>Headings</u>. The section headings contained in this Trademark Assignment Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Trademark Assignment Agreement.
- 6. <u>Counterparts</u>. This Trademark Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Trademark Assignment Agreement may be executed by facsimile, photo or electronic signature and such facsimile, photo or electronic signature shall constitute an original for all purposes.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNEE:

FULLSTEAM OPERATIONS LLC, a Delaware limited liability company

By:

Name: Michael Lawler

Title: Chief Executive Officer

ASSIGNOR:

FULLSTEAM HOLDINGS LLC, a Delaware limited liability company

By:

Name: Michael Lawler

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

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SCHEDULE A

TRADEMARKS

Trademark	Jurisdiction	Status	Registration/(Application) No.	Registration/(Filing) Date
FULLSTEAM	U.S.	Active	Reg. No.: 6827903 App. No.: 88099340	Reg. Date: 08/23/2022 App. Date: 08/30/2018
FULLSTEAM & Design	U.S.	Active	App. No.: 97673952	App. Date. 11/11/2022
FULLSTEAM				
BUILDING ON GREAT	U.S.	Active	Reg. No.: 6827902 App. No.: 88099322	Reg. Date: 08/23/2022 App. Date: 08/30/2018