

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIREROCK, LLC		10/09/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MCO3, LLC		
Doing Business As:	DBA MCO REALTY		
Street Address:	9617 N Saguaro Blvd.		
City:	Fountain Hills		
State/Country:	ARIZONA		
Postal Code:	85268		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1845907	FIREROCK	
Registration Number:	4602364	FIREROCK	
CORRESPONDENCE DATA			
Fax Number:	4155419366		
<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>			
Phone:	4159955038		
Email:	ipfilings@hansonbridgett.com		
Correspondent Name:	Noel M. Cook		
Address Line 1:	Hanson Bridgett LLP		
Address Line 2:	425 Market Street, 26th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	26270.1000		
NAME OF SUBMITTER:	Noel M. Cook		
SIGNATURE:	/Noel M. Cook/		
DATE SIGNED:	11/08/2023		
Total Attachments: 4			
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SERVICE MARK ASSIGNMENT

This Service Mark Assignment (this "**Assignment**") is entered into as of the 9th day of October, 2023 (the "**Effective Date**") by and among **FIREROCK, LLC**, a Delaware limited liability company ("**Assignor**"), with a business address of 1330 Post Oak Boulevard, Suite 2000, Houston TX 77056, and MCO3, LLC d/b/a MCO Realty, an Arizona limited liability company ("**Assignee**"), with a business address of 9617 N Saguaro Blvd., Fountain Hills, AZ 85268.

1.0 Background.

1.1 Assignor is the owner of the name "**FIREROCK**" and the logo associated therewith, including, without limitation, all associated common-law rights and goodwill (collectively, the "**Service Marks**"), more particularly described on **Exhibit A** attached hereto. Said Service Marks are limited to real estate development services.

1.2 Assignee comprises of dedicated real estate professionals with years of experience representing buyers and sellers of homes and real property located in Fountain Hills, Arizona, including, but not limited to, the **FIREROCK** subdivision.

1.3 Assignor desires to assign to Assignee the rights and obligations of Assignor under the Service Marks (as that term is defined above), and Assignee desires to accept such assignment and assume Assignor's rights and obligations under the Service Marks.

2.0 Assignment.

2.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, except as provided in Section 3.0 below, Assignor hereby assigns, grants, conveys, transfers and sets over unto Assignee, but without warranty, (other than that Assignor has not transferred or assigned the same to another party), all of Assignor's assignable right, title and interest, if any, in and to the Service Marks.

2.2 Assignor and Assignee agree to execute, or to cause to be executed, all documents and instruments reasonably required in order to consummate the assignment herein contemplated, and each and every one of the transactions contemplated hereby.

3.0 Reservation.

3.1 Notwithstanding the provisions of Paragraphs 2.1 and 2.2 above, this Assignment does not and shall not apply to the use of the entity name, **FIREROCK, LLC**, by Assignor or the use of the name **FIREROCK** in activities other than real estate development services and Assignor

hereby reserves the right to continue to use the name "FIREROCK LLC" as its entity name and use the name FIREROCK in activities other than real estate development services.

4.0 Miscellaneous.

4.1 The validity, construction and operational effect of this Assignment shall be governed by the internal laws of the State of Arizona, without regard for its choice of law principles.

4.2 Assignee hereby agrees to indemnify, defend and hold harmless Assignor and any of its affiliated entities and each of their officers, directors and employees, from, and against all liabilities, damages, losses, costs and expenses (including attorneys' fees and disbursements) incurred by Assignor as a result of or by reason of the failure of any of the duties, obligations, liabilities and responsibilities of Assignor under the Service Marks that are performable and arise on or after the Effective Date.

4.3 This Assignment shall be binding upon and enforceable against, and shall inure to the benefit of, Assignor and Assignee and their respective legal representatives, successors and assigns.

4.4 This Assignment may be executed in counterparts and all such executed counterparts shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

4.5 Nothing in this Assignment is intended, nor will be deemed, to confer rights upon any person or legal entity not a party to this Assignment.

IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date.

ASSIGNEE:

MCO3, LLC d/b/a MCO Realty,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

ASSIGNOR:

FIREROCK, LLC,
a Delaware limited liability company

By: MCO Properties Inc.,
a Delaware corporation
Its Sole Member

By: 
Name: M. Emily Madison
Title: CFO

hereby reserves the right to continue to use the name "FIREROCK LLC" as its entity name and use the name FIREROCK in activities other than real estate development services.

4.0 Miscellaneous.

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4.2 Assignee hereby agrees to indemnify, defend and hold harmless Assignor and any of its affiliated entities and each of their officers, directors and employees, from, and against all liabilities, damages, losses, costs and expenses (including attorneys' fees and disbursements) incurred by Assignor as a result of or by reason of the failure of any of the duties, obligations, liabilities and responsibilities of Assignor under the Service Marks that are performable and arise on or after the Effective Date.

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IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date.

ASSIGNEE:

MCO3, LLC d/b/a MCO Realty,
an Arizona limited liability company

By: Michael D. Gant
Name: Michael D. Gant
Title: Managing member

ASSIGNOR:


FIREROCK, LLC,
a Delaware limited liability company

By: MCO Properties Inc.,
a Delaware corporation
Its Sole Member

By: _____
Name: M. Emily Madison
Title: CFO

Exhibit A
to
Trademark Assignment

Trademarks

Mark	Registration Number	Jurisdiction
FIREROCK	1845907	US
	4602364	US