

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRD Electrical Service LLC		01/16/2024	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Fast of Florida, Inc.		
Street Address:	1060 Maitland Center Commons, Suite 250		
City:	Maitland		
State/Country:	FLORIDA		
Postal Code:	32751		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6360341	ONE CALL SOLVES IT ALL!	
Registration Number:	6360340	ACE SOLVES IT ALL.COM	
Registration Number:	6360339	AIR CONDITIONING PLUMBING ELECTRICAL SOL	
Registration Number:	6360338	AIR CONDITIONING PLUMBING ELECTRICAL SOL	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	704-417-3234		
Email:	zahra.asadi@nelsonmullins.com, ipdocket@nelsonmullins.com, nichole.hayden@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 S. College Street, Suite 2300		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Zahra Asadi		
SIGNATURE:	/Zahra Asadi/		
DATE SIGNED:	01/17/2024		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Agreement*”) is made, entered into and effective as of January 16, 2024 (the “*Effective Date*”), by and between CRD Electrical Service LLC, a Florida limited liability company (“*Seller*”), in favor of Fast of Florida, Inc., a Florida corporation (“*Buyer*”; together with Seller, the “*Parties*” and, each, a “*Party*”).

BACKGROUND

A. The Parties entered into that certain Asset Purchase Agreement, dated as of the Effective Date (the “*Purchase Agreement*”), among the Parties and the other parties signatory thereto.

B. Pursuant to the Purchase Agreement, Seller has agreed to assign to Buyer all of Seller’s right, title and interest in, and to execute this Agreement to enable Buyer to record the assignment of, all of Seller’s right, title and interest in and to the Seller’s Intellectual Property, including the trademark(s) set forth on Schedule 1 (the “*Trademarks*”), the associated registration and renewals, all goodwill associated therewith, and all other rights, if any, in the Trademarks throughout the world (collectively, with the Trademarks, the “*Trademarks and Related Rights*”), and the domain name(s) set forth in Schedule 2 (“*Domain Names*”), the associated registration and renewals, all goodwill associated therewith, and all other rights, if any, in the Domain Names throughout the world (collectively, with the Domain Names, the “*Domain Names and Related Rights*”).

C. The Purchase Agreement provides that Seller will execute and deliver to Buyer: (i) a trademark assignment to evidence the conveyance and transfer to Buyer of the Trademarks and Related Rights and (ii) a domain name assignment to evidence the conveyance and transfer to Buyer of the Domain Names and Related Rights.

D. This Agreement is being delivered in connection with the Closing on the Effective Date.

E. Any capitalized term used in this Agreement that is not otherwise defined in this Agreement has the meaning set forth in the definition of such term in the Purchase Agreement.

NOW, THEREFORE, in consideration of the above premises and mutual representations, warranties, covenants and agreements in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

1. **Assignment of Trademarks.** Seller hereby irrevocably conveys, transfers and assigns to Buyer as of the Effective Date, and Buyer hereby accepts, any and all right, title and interest of Seller in and to the Trademarks and Related Rights, including the right to sue and recover (for the sole use and benefit of Buyer and Seller’s successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, if any, as well as all rights to income and license fees

deriving from the Trademarks to the extent earned after the Effective Date, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties. Buyer is to hold all right, title and interest in and to the Trademark(s) and Related Rights as fully and exclusively as they would have been held and enjoyed by Seller had the assignment in this Section 1 not been made.

2. **Assignment of Domain Name Assets.** Seller hereby irrevocably conveys, transfers and assigns to the Buyer, and the Buyer hereby accepts, any and all right, title and interest in and to the Domain Names and Related Rights, including the website(s) associated therewith, the right to sue and recover (for the sole use and benefit of the Buyer and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, if any, and all rights to apply for, revive and maintain all registrations, renewals and/or extensions thereof. Buyer is to hold all right, title and interest in and to the Domain Names and Related Rights as fully and exclusively as they would have been held and enjoyed by Seller had the assignment in this Section 2 not been made.

3. **Authorization.** Seller authorizes and requests Buyer to request the United States Patent and Trademark Office (“*USPTO*”) to record Buyer as Buyer or transferee of the Trademark(s) and shall, promptly upon presentation to Seller by Buyer, execute, or procure the execution of, such transfer documents and provide such information as required by the USPTO, and Seller hereby covenants that Seller has full right to convey Seller’s entire interest herein assigned, and that Seller has not executed, and will not execute, any agreements in conflict herewith.

4. **Further Assurances.** Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary to carry out the intent of this Agreement, solely as it relates to the Trademarks and Domain Names.

5. **Entire Agreement.** This Agreement and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; *provided, however*, that this Section 5 is not intended to abrogate any other written agreement between the Parties executed with or after this Agreement.

6. **Successors and Assigns.** This Agreement shall be binding upon each Party and each Party’s respective successors and assigns.

7. **Governing Law.** The Parties specifically agree that this Agreement shall in all respects be interpreted, read construed and governed by the internal Laws of the State of Delaware, exclusive of conflicts of law rules.

8. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. The Parties may execute and/or deliver their executed counterparts by facsimile or other electronic means.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered effective as of the Effective Date.

SELLER:

CRD ELECTRICAL SERVICE LLC

By: Charles Depati III
Name: Charles Depati III
Title: Manager

BUYER:

FAST OF FLORIDA, INC.

By: _____
Name: Bryan Benak
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 008318 FRAME: 0987

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered effective as of the Effective Date.

SELLER:

CRD ELECTRICAL SERVICE LLC

By: _____

Name: Charles Depari III

Title: Manager

BUYER:

FAST OF FLORIDA, INC.

By: Bryan D Benak


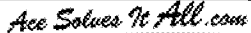

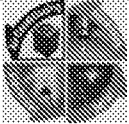
Name: Bryan Benak

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

Schedule 1
Trademark(s)

Registered Trademarks

<i>Mark</i>	<i>Filing Date</i>	<i>Serial Number</i>	<i>Registration Date</i>	<i>Registration Number</i>	<i>Owner of Record</i>	<i>Country</i>
	August 13, 2020	90112431	May 25, 2021	6360341	CRD Electrical Service LLC	United States of America
	August 13, 2020	90112354	May 25, 2021	6360340	CRD Electrical Service LLC	United States of America
	August 13, 2020	90112249	May 25, 2021	6360339	CRD Electrical Service LLC	United States of America
	August 13, 2020	90111881	May 25, 2021	6360338	CRD Electrical Service LLC	United States of America

Schedule 2
Domain Name(s)

Domain Name	Registrar	Expiration Date
acesolvesitall.com	GoDaddy.com, LLC	June 11, 2028