

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI162541

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900843819		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Renaissance Senior Care, LLC		03/19/2024	Limited Liability Company: IDAHO
RECEIVING PARTY DATA			
Company Name:	The Sterling James Company, LLC		
Street Address:	3050 NE 48th Street		
Internal Address:	APT 110		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33308		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7012804	OLD LIVES MATTER	
CORRESPONDENCE DATA			
Fax Number:	2082271578		
<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:	2082271577		
Email:	adam@seniorcaremt.com		
Correspondent Name:	Adam Wright		
Address Line 1:	1387 Cambridge dr		
Address Line 4:	Idaho Falls, IDAHO 83401		
NAME OF SUBMITTER:	Adam Wright		
SIGNATURE:	Adam Wright		
DATE SIGNED:	04/12/2024		
Total Attachments: 18			
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TRADEMARK PURCHASE AND SALE AND GRANT-BACK LICENSE AGREEMENT

THIS TRADEMARK PURCHASE AND SALE AND GRANT-BACK LICENSE AGREEMENT (this "Agreement") is made and entered into and is effective this 19 day of March 2024 (the "Effective Date"), by and between Renaissance Senior Care, LLC, ("Renaissance") an Idaho limited liability company with its principal place of business at 1387 Cambridge Drive, Idaho Falls, Idaho 83401 and The Sterling James Company, LLC ("Sterling James"), a Florida limited liability company with a place of business at 3050 NE 48th Street, APT 110, Fort Lauderdale, Florida 33308 (each a "Party," and collectively the "Parties").

WHEREAS, Renaissance is the owner of the trademark "Old Lives Matter" and associated United States trademark application (U.S. Registration Number 7012804) (the "Trademark"), together with any common law trademark rights and the goodwill of the business with which the aforesaid Trademark has been used;

WHEREAS, Sterling James is desirous of acquiring the entire right, title and interest in and to the Trademark and the goodwill of the business in connection with which the aforesaid Trademark has been used;

WHEREAS, Renaissance desires to retain a license to use the Trademark in non-retail uses and Sterling James is willing to grant such license on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which are hereby acknowledged by both Parties, the undersigned Parties, intending to be legally bound, agree as follows:

1. **SALE OF THE TRADEMARK**. Renaissance hereby sells, assigns, conveys, and transfers to Sterling James all right, title and interest it has in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past, present, and future infringement of said Trademark.

2. **PURCHASE PRICE**. Sterling James shall pay to Renaissance the amount of ten-thousand dollars (\$10,000.00) within one (1) business day after the Effective Date of this Agreement.

3. **GRANT TO RENAISSANCE**. In consideration of Renaissance assignment of the Trademark and for one (1) dollar to be paid to Sterling James within one (1) business day after the Effective Date, Sterling James hereby grants Renaissance a non-exclusive, irrevocable (except as provided below in Section 7), non-sublicensable, license, for a term of ninety-nine years (99 years), to use the Trademark in connection with its business in non-retail usage, provided such use is in accordance with the Quality Standards set forth in Section 4 (QUALITY STANDARDS) below.

4. **QUALITY STANDARDS**. Renaissance shall ensure that no products be sold and that all services rendered while exercising the rights granted under Section 3 (GRANT TO RENAISSANCE) shall be of a high standard and of such style, appearance and quality as to

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protect and enhance the Trademark and the goodwill associated therewith (the "Quality Standards"). The Quality Standards in connection with the use of the Trademark shall be at least equal to or better than those provided, established, or maintained by Renaissance at the time of the execution of this Agreement.

5. **RIGHT TO INSPECT AND APPROVE.** In order to enable Sterling James to maintain control over the nature and quality of the services, products, advertising or promotional activities (if any) in connection with Renaissance's exercise of rights granted under Section 3 (GRANT TO RENAISSANCE), and for the preservation of Sterling James' rights, upon reasonable request Sterling James shall have the right promptly to examine and, upon completion of such examination, to approve or disapprove of the manner in which Renaissance uses the Trademark, to insure compliance with Section 3 (GRANT TO RENAISSANCE) and Section 4 (QUALITY STANDARDS).

6. **ENFORCEMENT OF RIGHTS IN MARKS; REGISTRATION RIGHTS.** So long as Sterling James maintains ownership of the Trademark, Sterling James shall have the exclusive and perpetual right to enforce claims for trademark infringement, unfair competition, and similar claims against third parties under the Trademark, including those claims that exist as of the Effective Date and those that arise after the Effective Date. As between the Parties, Sterling James, for as long as it holds the assignment of the Trademark, shall have the exclusive right to apply for federal or state trademark or service mark registrations concerning the Trademark.

7. **RIGHT TO TERMINATE GRANT.** At its reasonable and sole discretion, Sterling James may terminate the grant contained in Section 3 (GRANT TO RENAISSANCE) if the Quality Standards, established in Section 4 (QUALITY STANDARDS), are violated and are not remedied within a reasonable amount of time to Sterling James' reasonable satisfaction.

8. **FURTHER ASSURANCES.** On the Effective Date, the Parties shall undertake any actions, including to execute the Trademark Assignment attached as Exhibit A hereto for recording with the U.S. Patent and Trademark Office, and to provide and execute any additional documents that may be necessary in order for Sterling James to obtain or maintain ownership and registration of the Trademark, to enforce any assigned rights in the Trademark, or to otherwise effectuate the intent of this Agreement. Renaissance agrees that it shall not oppose, seek to cancel or otherwise challenge the Trademark or Sterling James' rights therein in any way.

9. **INDEMNIFICATION BY STERLING JAMES.** Sterling James shall defend, indemnify and hold harmless Renaissance, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, representatives, agents, successors and assigns from all losses, costs, liabilities, damages, claims and expenses of every kind and description, including reasonable attorneys' fees, brought by a third party arising out of or resulting from any act or omission of Sterling James occurring on or after the date of this Agreement relating to the Trademark, including, without limitation:

- (a) any acts or omissions relating to the marketing, promoting, advertising or providing of any products or services under the Trademark;

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- (b) unfair or fraudulent advertising claims, warranty claims and liability claims pertaining to products or services sold under the Trademark; and
- (c) claims for unauthorized use or misuse of any trademark or other proprietary right owned, used or controlled by any third party.

10. **INDEMNIFICATION BY RENAISSANCE.** Renaissance shall defend, indemnify and hold harmless Sterling James, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, representatives, agents, successors and assigns from all losses, costs, liabilities, damages, claims and expenses of every kind and description, including reasonable attorneys' fees, excluding claims challenging the validity of the Trademark for whatever reason, brought by a third party arising out of or resulting from any act or omission of Renaissance occurring prior to the date of the Agreement, including, without limitation:

- (a) any acts or omissions relating to the marketing, promoting, advertising or providing any products or services under the Trademark;
- (b) unfair or fraudulent advertising claims, warranty claims and liability claims pertaining to products or services sold under the Trademark; and
- (c) claims for unauthorized use or misuse of any trademark or other proprietary right owned, used or controlled by any third party.

11. **REPRESENTATIONS AND WARRANTIES OF RENAISSANCE.** Renaissance represents and warrants that:

- (a) Renaissance owns the Trademark and that to the best of its knowledge no other party is using or claiming rights of any kind to the Trademark;
- (b) the Trademark is not the subject of any civil, regulatory, or administrative proceedings;
- (c) it does not own other trademark applications or registrations for the Trademark or trademarks similar to the Trademark and agrees that it will not file for or seek such registrations in the United States or any other country; and
- (d) to its knowledge, the manufacturing and distribution of the products and the use of the Trademark related thereto have not been prohibited by any federal, state or local law or agency.

12. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** THE TRADEMARK IS PROVIDED "AS IS," AND OTHER THAN AS PROVIDED IN THIS AGREEMENT, RENAISSANCE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY, WHETHER IN

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CONTRACT, TORT, UNDER STATUTE OR OTHERWISE, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE MATTERS DESCRIBED HEREIN, INCLUDING WITHOUT LIMITATION ARISING OUT OF OR RELATING TO THE TRADEMARK AND THE USE OF OR INABILITY TO USE THE TRADEMARK, EVEN IF SUCH PARTY HERETO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **CONFIDENTIALITY.** Each Party shall maintain the terms of this Agreement as strictly confidential and not release any information regarding this Agreement to any third party except:

- (a) with the express permission of the other Party;
- (b) as required by any court or other governmental body;
- (c) as otherwise required by applicable rule, law or regulation;
- (d) in confidence to legal counsel of such Party; or
- (e) in connection with the enforcement of this Agreement or rights under this Agreement.

14. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors (including successors in ownership of the marks at issue), assigns, licensees, parents, subsidiaries, affiliates, agents, servants, heirs and employees, and any entity owned or controlled by either of them. Notwithstanding the foregoing, Renaissance shall not assign this Agreement or any of its rights hereunder without the prior written consent of Sterling James.

15. **LEGAL EFFECT OF THIS AGREEMENT.** Each of the Parties acknowledges that:

- (a) such Party has been represented in the negotiations for and in preparation and/ or review of this Agreement by counsel of their respective choosing;
- (b) such Party has read and understands this Agreement;
- (c) such Party has had this Agreement fully explained to that Party by such counsel; and
- (d) such Party is fully aware of the contents of this Agreement and its legal effect.

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16. **COSTS AND EXPENSES.** Sterling James will bear its own attorneys' fees, costs, and expenses incurred in connection with any prior discussions and the negotiation, drafting, and execution of this Agreement.

17. **NOTICES.** Any notices and other communications under this Agreement shall be in writing, sent by facsimile (with confirmation of receipt), registered or certified mail, return receipt requested, or via overnight delivery service, in each such case addressed (unless a Party shall have notified the other in writing of a different address) as follows:

If to Renaissance:

Renaissance Senior Care, LLC
1387 Cambridge Drive
Idaho Falls, ID 83401
adam@seniorcaremt.com
Telephone: 208-709-6497

If to Sterling James:

David Chew
4786 Guernsey Loop
Castle Rock, CO 80109
support@sterlingjamesco.com
Telephone: 818-644-2095

18. **NO WAIVER.** Neither Party shall be deemed to have waived any of the rights provided by this Agreement by virtue of any failure, omission or neglect to exercise any right under it or to insist upon the other Party's exact compliance with the obligations contained herein.

19. **NO AGENCY.** This Agreement shall not be construed to make either Party the agent of the other, or to create a partnership or joint venture between them, and neither shall have the power to obligate or bind the other in any manner whatsoever.

20. **INVALIDITY.** If any provision of this Agreement is found to be invalid and/or unenforceable, any such provision shall be stricken and all remaining provisions of the Agreement shall remain in full force and effect.

21. **HEADINGS.** Headings used herein are for reference purposes only and in no way define, limit, or construe the scope or extent of such section or in any way otherwise affect this Agreement.

22. **TERMINATION.** This Agreement and each Party's obligations and rights hereunder shall terminate on the earlier to occur of (i) at such time as, Sterling James abandons its right in the Trademark, as abandonment of a mark is defined in Section 45 of the Lanham Act, 15 U.S.C. Section 1127; or (ii) upon Sterling James' non-maintenance of the trademark.

23. **ENTIRE AGREEMENT.** The provisions, terms and conditions of this Agreement, and any Exhibit attached hereto, represent the entire agreement of the Parties with respect to the subject matter thereof and supersede any prior agreement with respect to the subject matter thereof. No amendment to this Agreement shall be effective unless it is contained in a writing signed by each of the Parties specifically referencing this Agreement.


24. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Florida, without regard to that state's conflict of laws rules.

25. **COUNTERPARTS.** This Agreement may be signed in multiple copies, and each copy shall be considered an original for all purposes.


[Signatures appear on next page]


IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the date first above written.

RENAISSANCE SENIOR CARE, LLC

By: 
Name: Adam Wright
Title: CFO, Member

STERLING JAMES COMPANY, LLC

By: 
Name: David Chew
Title: Member

By: 
Name: Kyle Couillard
Title: Member

**EXHIBIT A
ASSIGNEE DEED OF ASSIGNMENT**

THIS ASSIGNEE DEED OF ASSIGNMENT (the “**Assignee Deed**”) is made and entered into as of this 19 day of March, 2024, by **The Sterling James Company, LLC**, a Florida limited liability company with a principal place of business at 3050 NE 48th Street, APT 110, Fort Lauderdale, FL 33308 (“**Assignor**”), and Renaissance Senior Care LLC, (“**Renaissance**”) an Idaho limited liability company with its principal place of business at 1387 Cambridge Drive, Idaho Falls 83401 (“**Assignee**”) (individually, a “**Party**” and collectively, the “**Parties**”).

WHEREAS, Assignor is the owner of the trademark "Old Lives Matter" (U.S. Registration Number 7012804) (the “**Trademark**”), along with (i) all US and foreign trademark rights, including the right to claim priority under the Paris Convention for the Protection of Industrial Property and all other treaties of like purposes, (ii) all business associated with such Trademark , and (iii) the goodwill of the business connected with the use of such Trademark and symbolized thereby;

WHEREAS, Assignor and Assignee entered into a certain Trademark Purchase and Sale and Grant-Back License Agreement dated March 19, 2024 (the “**Purchase Agreement**”), whereby Assignor agreed to the Conditional Assignment, as defined therein;

WHEREAS, pursuant to the triggering of the Conditional Assignment, Assignor has agreed to execute and deliver to Assignee this Assignee Deed for recordation with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and because the Conditional Assignment has been triggered, Assignor hereby assigns, transfers, and sets over to Assignee its entire right, title and interest in and to the Trademark, subject to and on the terms and conditions set forth in the Purchase Agreement, including (i) the Trademark and the registration thereof, together with the goodwill of the business connected with the use of the Trademark and symbolized by the Trademark; (ii) all rights to causes of action and remedies related to the Trademark including, without limitation, the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement of rights related to the foregoing.


[Signatures appear on next page]


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IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignee Deed to be executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR
:

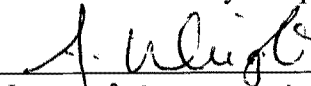
THE STERLING JAMES COMPANY, LLC
a Florida limited liability company

By: 
Name: David Chew
Title: Member

By: 
Name: Kyle Couillard
Title: Member

ACCEPTED AND
ACKNOWLEDGED BY:

RENAISSANCE SENIOR CARE, LLC
an Idaho limited liability company

By: 
Name: Adam Wright
Title: CFO, member