

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5912065

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SONNY'S ENTERPRISES, INC.	11/30/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SONNY'S ENTERPRISES, LLC
<b>Street Address:</b>	5605 HIATUS ROAD
<b>City:</b>	TAMARAC
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33321
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7677258
Patent Number:	8146511
Patent Number:	9714010
Patent Number:	9433954
Patent Number:	9452740
Patent Number:	9416577
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(954)925-1101
<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>	954-925-1100
<b>Email:</b>	OFFICE@PATENTUSA.COM
<b>Correspondent Name:</b>	LERNER GREENBERG STEMER LLP
<b>Address Line 1:</b>	P.O. BOX 2480
<b>Address Line 4:</b>	HOLLYWOOD, FLORIDA 33022-2480
<b>ATTORNEY DOCKET NUMBER:</b>	SONNY'S INC-SONNNY'S LLC
<b>NAME OF SUBMITTER:</b>	RALPH E LOCHER
<b>SIGNATURE:</b>	/ralph e locher/
<b>DATE SIGNED:</b>	01/15/2020
<b>Total Attachments: 6</b>	

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## CHANGE OF NAME

WHEREAS, SONNY'S ENTERPRISES, INC., a U.S. incorporated company doing business at Tamarac, Florida is the owner of the entire right, title and interest in and to the following United States Patent Patents listed below:

Patent No.	Issue Date	Title	Reel/Frame
7,677,258	03/16/2010	Wheel Washing Assembly for an Automated Carwash and Method of Operating the Wheel Washing Assembly	023850/0080
8,146,511	04/03/2012	Dolly for a Conveyor of an Automated Carwash	025674/0043
9,714,010	07/25/2017	Foam/Liquid Applicator with an Internal Lighting System and a Carwash System Having the Foam Liquid Applicator	032392/0877
9,433,954	09/06/2016	Foam Generator, Nozzle for a Foam Generator and Carwash Having a Foam Generator	030229/0743
9,452,740	09/27/2016	Wheel Roller with a Forged Carrier Link and a Log Chain Wheel Roller	035755/0166
9,416,577	08/16/2016	Carwash Conveyor with a Soft-Drop, Roller Down Conveyor Door and Conveyor Door	033018/0996

WHEREAS, SONNY'S ENTERPRISES, INC. has changed its name to **SONNY'S ENTERPRISES, LLC** as evidenced in the attached Holdings Contribution Agreement Execution Version dated November 30, 2016.

It is respectfully requested that this name change be recorded in the above-mentioned patent application.

Respectfully submitted,

/RALPH E. LOCHER/  
RALPH E. LOCHER  
Reg. No. 41,947

January 15, 2020

Lerner Greenberg Stermer LLP  
P.O. Box 2480  
Hollywood, FL 33022-2480  
Tel.: (954) 925-1100  
Fax: (954) 925-1101

**HOLDINGS CONTRIBUTION AGREEMENT**

This HOLDINGS CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into as of November 30, 2016, by and between PGFS, Inc., a Delaware corporation ("PGFS") and Sonny's Holdings, LLC, a Delaware limited liability company ("Holdings"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in that certain Unit Purchase Agreement, dated as of December 1, 2016 (the "Purchase Agreement"), by and among Sentinel Sonny's Investments, LLC, a Delaware limited liability company, PGFS, Paul Fazio, the Paul G. Fazio Revocable Trust and the Fazio 2012 Family Trust, Holdings (the "PGFS Shareholders"), and Sonny's Enterprises, LLC, a Delaware limited liability company (the "Company").

WHEREAS, immediately prior to the execution and delivery of this Agreement, (i) all of the issued and outstanding shares of capital stock of Sonny's Enterprises, Inc., a Delaware corporation ("Sonny's Inc."), was contributed by the PGFS Shareholders to PGFS, and (ii) Sonny's Inc. was converted into a limited liability company organized under the laws of Delaware under the name "Sonny's Enterprises, LLC" (i.e., the Company).

WHEREAS, PGFS owns all of the outstanding equity interests of the Company.

WHEREAS, PGFS desires to contribute all of the equity interests of the Company to Holdings in exchange for 40,337,857 Class A Units of Holdings.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. **Company Contribution.** On the date hereof, PGFS hereby contributes and conveys to Holdings, and Holdings hereby accepts, all of the equity interests of the Company (collectively, the "Company Units"), and such contribution, the "Company Contribution").

2. **Consideration.** On the date hereof, and in consideration for the Company Contribution, Holdings hereby conveys to PGFS, and PGFS hereby accepts, 40,337,857 Class A Units of Holdings (the "Holdings Interests").

3. **Tax Reporting.** The parties hereto intend that the Company Contribution be disregarded for United States federal and other applicable income tax purposes.

4. **Representations and Warranties of PGFS.** PGFS hereby represents and warrants to Holdings that:

(a) as of the date hereof, the issued and outstanding equity interests of the Company are 100% owned by PGFS;

(b) the Holdings Interests to be issued to PGFS pursuant to this Agreement will be acquired for its own account and not with a view to, or intention of, distribution thereof in violation of the Securities Act of 1933, as amended (the "Securities Act"), or

any applicable state securities laws, and the Holdings Interests will not be disposed of in contravention of the Securities Act or any applicable state securities laws;

(c) this Agreement constitutes a legal, valid and binding obligation of PGFS, enforceable in accordance with its terms, and the execution, delivery and performance of this Agreement by PGFS does not and will not conflict with, violate or cause a breach of, in any material respect, any agreement, contract or instrument to which PGFS is a party or any judgment, order or decree to which PGFS is subject;

(d) PGFS is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to enter into this Agreement and perform its obligations hereunder;

(e) (i) all of the Company Units have been duly authorized and validly issued, (ii) upon the consummation of the Company Contribution, the Company Units will be validly issued, free of preemptive rights and rights of first refusal, and (iii) (assuming the truth and accuracy of the representations and warranties in Section 5) the contribution of the Company Units hereunder shall be exempt from registration under the Securities Act, and any applicable state securities laws; and

(f) none of the representations or warranties made by PGFS pursuant to this Section 4 contains any untrue statement of a material fact, or omits to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which made, not misleading.

5. **Representations and Warranties of Holdings.** Holdings hereby represents and warrants to PGFS that:

(a) the Company Units to be contributed to Holdings pursuant to this Agreement will be acquired for its own account and not with a view to, or intention of, distribution thereof in violation of the Securities Act or any applicable state securities laws, and the Company Units will not be disposed of in contravention of the Securities Act or any applicable state securities laws;

(b) this Agreement constitutes a legal, valid and binding obligation of Holdings, enforceable in accordance with its terms, and the execution, delivery and performance of this Agreement by Holdings does not and will not conflict with, violate or cause a breach of, in any material respect, any agreement, contract or instrument to which Holdings is a party or any judgment, order or decree to which Holdings is subject;

(c) Holdings is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, with full limited liability company power and authority to enter into this Agreement and perform its obligations hereunder;

(d) all of the Holdings Interests have been duly authorized and validly issued;  
and

(e) none of the representations or warranties made by Holdings pursuant to this Section 5 contains any untrue statement of a material fact, or omits to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which made, not misleading.

The representations and warranties of Holdings shall not survive the execution and delivery of this Agreement and Holdings shall have no liability to PGFS hereunder.

6. **Further Assurances.** From time to time following the date hereof, if any further action is necessary to carry out the purposes of this Agreement, each of the parties hereto will take such further action (including the execution and delivery of such further instruments and documents) that is reasonably necessary or appropriate to effectuate and perform the provisions of this Agreement.

7. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable Law or rule in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8. **Complete Agreement.** This Agreement represents the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by electronic mail in portable document file (pdf) format, shall be effective as delivery of a manually executed counterpart to this Agreement.

10. **Successors and Assigns.** This Agreement and all rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by PGFS, without the prior written consent of Holdings, and neither this Agreement nor any rights, interests or obligations hereunder may be assigned or delegated by Holdings (other than to an affiliate of Holdings) without the prior written consent of PGFS. Any attempted assignment in violation of this Section 10 shall be void *ab initio*.

11. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted successors and assigns, any legal or equitable rights hereunder.

12. **Governing Law** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware shall control the interpretation and construction of this Agreement, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

13. **Amendments and Waivers**. This Agreement may be amended, or any provision of this Agreement may be waived upon the approval, in writing, executed by each of the parties hereto. No course of dealing between or among the parties hereto shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any such party or such holder under or by reason of this Agreement.

\* \* \* \* \*

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

HOLDINGS:

Sonny's Holdings, LLC

By: 

Name: Paul G. Fazio

Title: President

PGFS:

PGFS, Inc.

By: 

Name: Paul G. Fazio

Title: President

[Signature Page to Holdings Contribution Agreement]