

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8209247

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	STEP 'N WASH, INC.	09/14/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	STEP 'N WASH ACQUISITION LLC	
<b>Street Address:</b>	388 LAKEMOORE DRIVE NE	
<b>City:</b>	ATLANTA	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30342	
<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	7716757	
<b>Patent Number:</b>	7861332	
<b>Patent Number:</b>	8037557	
<b>Patent Number:</b>	10426301	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(952)995-9577	
<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>	9522247285	
<b>Email:</b>	pat.shriver@fmjlaw.com	
<b>Correspondent Name:</b>	ERNEST P. SHRIVER	
<b>Address Line 1:</b>	775 PRAIRIE CENTER DRIVE	
<b>Address Line 2:</b>	SUITE 400	
<b>Address Line 4:</b>	EDEN PRAIRIE, MINNESOTA 55344	
<b>ATTORNEY DOCKET NUMBER:</b>	73322-1	
<b>NAME OF SUBMITTER:</b>	ERNEST P. SHRIVER	
<b>SIGNATURE:</b>	/eps/	
<b>DATE SIGNED:</b>	10/06/2023	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>		

source=Intellectual Property Assignment Agreement (Fedosky-SNW) (Fully Executed)  
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered to be effective as of September 14, 2023 (the “Effective Date”), by and between Step ‘N Wash, Inc., a Delaware corporation (“Seller”), and Step ‘n Wash Acquisition LLC, a Georgia limited liability company (“Buyer”).

WHEREAS, Seller, Buyer, and the holders of 100% of the shares of common stock of Seller entered into and executed that certain Asset Purchase Agreement of even date herewith (“Purchase Agreement”), under which Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller, the Assets of the Seller, including the Intellectual Property (as such terms are defined in the Purchase Agreement); and

WHEREAS, as required in the Purchase Agreement Seller now desires to assign and transfer to Buyer all of Seller’s rights and interests in and to the Intellectual Property, including, without limitation, the Intellectual Property listed on Schedule A attached hereto.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each party hereto agrees as follows:

Section 1. Assignment of Trademarks. With respect to any trademarks of Seller, Seller hereby irrevocably assigns to Buyer, and its successors and assigns, the entire right, title, and interest in and to (a) the trademarks listed on Schedule A attached hereto, and (b) all of Seller’s rights to “Step ‘N Wash” and any other unregistered trademarks of the Business, for the U.S. and throughout the world, together with the goodwill of the Business associated therewith and the registrations thereof as more expressly set forth in that certain Assignment of Trademark of even date herewith between Seller and Buyer. This Assignment includes all rights in the nature of trademark, service mark, and trade name rights, as well as the right to sue for past infringement by any third party.

Section 2. Assignment of Copyright. With respect to copyrighted works, Seller hereby irrevocably assigns to Buyer, and its successors and assigns all right, title, and interest in and to such copyrighted works, together with the goodwill of the Business connected with and symbolized by such copyrighted works, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such copyrights or injury to said goodwill and the right to sue for and recover the same in Buyer’s own name.

Section 3. Assignment of Patents. With respect to the patents of Seller, Seller hereby irrevocably assigns to Buyer, and its successors and assigns all right, title, and interest in and to such patents, as more expressly set forth in that certain Assignment of Patents and Patent Applications of even date herewith between Seller and Buyer.

Section 4. Miscellaneous.

4.1 Except as otherwise provided in the Purchase Agreement, the respective rights and obligations of the parties hereto shall not be assignable without the prior written consent of the other parties hereto. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.2 Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

4.3 This Assignment may not be amended or modified except in a writing signed by the parties hereto.

4.4 Sections 13.4 and 13.5 (Governing Law and Jurisdiction, respectively) of the Purchase Agreement shall apply to this Assignment, *mutatis mutandis*.

4.5 This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[This space left intentionally blank; signature page follows.]

Execution Version

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the Effective Date.

SELLER:

STEP 'N WASH, INC.,  
a Delaware corporation

DocuSigned by:

*Joi Sumpton*

00D92020E4FA4BE...

By: Joi Sumpton

Title: Chief Executive Officer

BUYER:

STEP 'N WASH ACQUISITION LLC,  
a Georgia limited liability company

By: Jacob Fedosky

Title: President

[Signature Page to Intellectual Property Assignment Agreement.]

Execution Version

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the Effective Date.

SELLER:

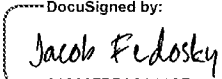
STEP 'N WASH, INC.,  
a Delaware corporation

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By: Joi Sumpton  
Title: Chief Executive Officer

BUYER:

STEP 'N WASH ACQUISITION LLC,  
a Georgia limited liability company

DocuSigned by:  
  
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By: Jacob Fedosky  
Title: President

[Signature Page to Intellectual Property Assignment Agreement.]

**SCHEDULE A**  
**ASSIGNED INTELLECTUAL PROPERTY**

**U.S. and International Trademark Applications and Registrations**

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
STEP 'N WASH	USA	3,362,151	January 1, 2008

**U.S. and International Patent Applications and Registrations**

<u>Patent Number</u>	<u>Country</u>	<u>Publication Date</u>
7,716,757	USA	Jul 13, 2006
7,861,332	USA	Aug 5, 2010
8,037,557	USA	Jun 16, 2011
10,426,301	USA	Mar 14, 2019

**Other Intellectual Property**

Trade Name: all trade names used in the business, including but not limited to Step 'n Wash

Website: all content, ownership, and derivative works from the existing stepnwash.com website

Domain Name: all domain names used in the business, including but not limited to stepnwash.com

Email Addresses: all email addresses and emails used in the business, including but not limited to all email addresses using the stepnwash.com domain name. Parties have agreed that the following email addresses shall remain accessible to Sellers for a period of 90 days following the Closing Date, which can be extended by mutual agreement of the Parties:

Pauls@stepnwash.com; joi@stepnwash.com; paul.sumpton@stepnwash.com