

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Five Star Painting, LLC		03/25/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Five Star Painting SPV LLC		
Street Address:	1010 N. University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4840695	FIVE STAR PAINTING	
Registration Number:	3871817	FIVE STAR PAINTING	
Registration Number:	5218960	FIVE STAR PAINTING	
Registration Number:	2072765	PROTECT PAINTERS	
Registration Number:	3876198	PROTECT PAINTERS	
Registration Number:	3876200	PROTECT PAINTERS	
Registration Number:	3876595	PROTECT PAINTERS	
CORRESPONDENCE DATA			
Fax Number:	3366077500		
<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:	336-607-7513		
Email:	mjarrell@kilpatricktownsend.com		
Correspondent Name:	Michelle Jarrell, Paralegal		
Address Line 1:	Kilpatrick Townsend & Stockton LLP		
Address Line 2:	1001 West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	1232560		
NAME OF SUBMITTER:	Tiffani D. Otey		
SIGNATURE:	/Tiffani D. Otey/		

OP \$190.00 4840695

DATE SIGNED:

03/31/2021

Total Attachments: 5

source=II.F.01.21 Five Star Painting Trademark Assignment#page1.tif

source=II.F.01.21 Five Star Painting Trademark Assignment#page2.tif

source=II.F.01.21 Five Star Painting Trademark Assignment#page3.tif

source=II.F.01.21 Five Star Painting Trademark Assignment#page4.tif

source=II.F.01.21 Five Star Painting Trademark Assignment#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 25th day of March, 2021 is made and entered into by and between Five Star Painting, LLC ("Assignor") and Five Star Painting SPV LLC ("Assignee"). Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the record owner of the trademark registrations and trademark applications identified in the attached Schedule A (the "Trademarks");

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks (including all goodwill symbolized thereby and associated therewith), and the Parties wish to record such assignment with the relevant trademark offices:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:


1. Pursuant to the Contribution Agreement, Assignor hereby assigns and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor's entire rights, title, and interests in, to and under the Trademarks, including, without limitation, (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all powers and rights of Assignor under the Trademarks, including without limitation, legal actions and rights and remedies at law or in equity for past, present, or future infringements, dilutions, or other violations of the Trademarks, including without limitation, the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Assignor hereby authorizes and requests the trademark office to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor's respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in digital or electronic form (including via .pdf signature) and in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:


FIVE STAR PAINTING, LLC

By:  _____

Name: Jon Shell
Title: Treasurer

ASSIGNEE:

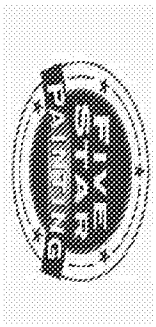
FIVE STAR PAINTING SPV LLC

By:  _____

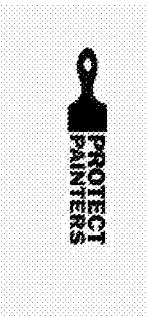
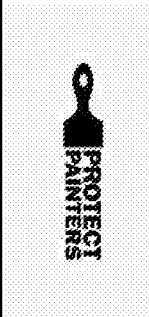
Name: Jon Shell
Title: Treasurer

Schedule A

Trademarks

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	FIVE STAR PAINTING	Registered	86560700 Mar 11, 2015	4840695 Oct 27, 2015	Five Star Painting, LLC	37 Residential, commercial and industrial painting services; gutter installation and repair services; pressure washing services; concrete cleaning services; carpentry services.	Sec 8 and/or 15 Filing Deadline Oct 27, 2021 Sec 8/9 Renewal Deadline Oct 27, 2025
United States of America	FIVE STAR PAINTING (and design)	Registered	77089678 Jan 24, 2007	3871817 Nov 9, 2010	Five Star Painting, LLC	37 Residential, commercial, and industrial painting and renovation of buildings services. 42 Interior decorating.	Sec 8/9 Renewal Deadline Nov 9, 2030
United States of America	FIVE STAR PAINTING (and design)	Registered	86562182 Mar 12, 2015	5218960 Jun 6, 2017	Five Star Painting, LLC	37 Residential, commercial and industrial painting services; gutter installation and repair services; pressure washing services; concrete cleaning services; carpentry services.	Sec 8 and/or 15 Filing Deadline Jun 6, 2023 Sec 8/9 Renewal Deadline Jun 6, 2027
United States of America		Registered					
United States of America	PROTECT PAINTERS	Registered	75028779 Nov 29, 1995	2072765 Jun 17, 1997	Five Star Painting, LLC	37 Interior and exterior residential and commercial painting services.	Sec 8/9 Renewal Deadline Jun 17, 2027
United States of America	PROTECT PAINTERS	Registered	77959955 Mar 16, 2010	3876198 Nov 16, 2010	Five Star Painting, LLC	35 Franchise services, namely, offering business management assistance in the establishment and operation of businesses offering interior and exterior residential and commercial painting services.	Sec 8/9 Renewal Deadline Nov 16, 2030

TRADEMARK

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	 PROTECT PAINTERS BRUSH LOGO	Registered	77959980 Mar 16, 2010	3876200 Nov 16, 2010	Five Star Painting, LLC	37 Interior and exterior residential and commercial painting services.	Sec 8/9 Renewal Deadline Nov 16, 2030
United States of America	 PROTECT PAINTERS BRUSH LOGO	Registered	85004114 Apr 1, 2010	3876595 Nov 16, 2010	Five Star Painting, LLC	35 Franchise services, namely, offering business management assistance in the establishment and operation of businesses offering interior and exterior residential and commercial painting services.	Sec 8/9 Renewal Deadline Nov 16, 2030

TRADEMARK