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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM470944

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jetton Holdings LLC		04/23/2018	Limited Liability Company: FLORIDA
Lily Jack Tech LLC		04/23/2018	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Homee, Inc.	
Street Address:	3225 South MacDill Ave., Suite 129-270	
City:	Татра	
State/Country:	FLORIDA	
Postal Code:	33629	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5145780	HOMEE
Registration Number:	5007386	HOMEE
Registration Number:	5146824	DONE. RIGHT. NOW.
Registration Number:	5146767	HOMEE
Registration Number:	5146826	HOMEE ON DEMAND

CORRESPONDENCE DATA

Fax Number: 8132212900

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.

Phone: 8132213900

Email: christina.allen@hwhlaw.com

Correspondent Name: Stephen E. Kelly

Address Line 1: 101 E. Kennedy Blvd., Suite 3700

Address Line 4: Tampa, FLORIDA 33602

NAME OF SUBMITTER:	Stephen E. Kelly
SIGNATURE:	/Stephen E. Kelly/
DATE SIGNED:	04/23/2018

TRADEMARK
REEL: 006319 FRAME: 0630

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Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "<u>Assignment</u>") is made and entered into as of April <u>23</u>, 2018, by and among **JETTON HOLDINGS LLC**, a Florida limited liability company ("<u>Jetton</u>"), **LILY JACK TECH LLC**, a Florida limited liability company ("<u>Lily</u>" and together with Jetton, the "Assignors"), and **HOMEE, INC**., a Delaware corporation (the "Assignee").

WHEREAS, the Assignors have agreed, among other things, to sell, transfer, assign, convey and deliver to the Assignee certain assets of the Assignors, including without limitation, the trademarks set forth on Schedule A attached hereto (the "Marks"); and

WHEREAS, the Assignee desires to acquire the Assignors' entire right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Assignment. The Assignors hereby grant, convey, transfer, and assign to the Assignee all of the Assignors' respective rights, title and interest in and to the Marks, together with (a) all registrations and applications for the foregoing; and all common law rights in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademarks that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill of the business connected with the use of and symbolized by the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignors in respect of the foregoing.
- Recordation and Further Actions. The Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to transfer to the Assignee, its successors and assigns, record ownership of such registrations and/or applications, and to issue to the Assignee, its successors and assigns, all Certificates of Registration, arising from the applications. The Assignors and the Assignee agree to execute such additional documents and to perform such additional tasks as are required to effectuate the terms of this Assignment, including without limitation, the execution and filing of any documents necessary to transfer to the Assignee and its successors and assigns all of the Assignor's rights in the Marks.

3. General.

3.1 <u>Entire Agreement; Modification</u>. This Assignment contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. This Assignment may not be amended except by a written agreement signed by each of the parties to this Assignment. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

24540625.2.BUSINESS

- 3.2 <u>Severability</u>. If any provision of this Assignment is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; <u>provided</u>, <u>however</u>, that the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provision shall be replaced by the Assignor and the Assignee with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.
- 3.3 <u>Headings; Construction</u>. The headings of Articles and Sections in this Assignment are provided for convenience only and will not affect its construction or interpretation. All annexes, exhibits and schedules to this Assignment are incorporated into and constitute an integral part of this Assignment as if fully set forth herein. All words used in this Assignment will be construed to be of such gender or number as the context requires. All references to documents, instruments or agreements will be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto. The language used in this Assignment will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party has reviewed this Assignment and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be available in the interpretation of this Assignment.
- 3.4 <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of laws.
- 3.5 Execution; Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignors and the Assignee have duly executed and delivered this Assignment of Trademarks solely for the purposes set forth above, all as of the date first above written.

ASSIGNORS:

JETTON HOLDINGS LLC, a Florida limited liability company

Name: Douglas Schaedler

LILY JACK TECH LLC, a Florida limited liability company

Name: David G. Theus

ASSIGNEE:

HOMEE, INC., a Delaware corporation

Name. Bouglas Schaedler

SCHEDULE A

Mark	Owner	Filing Date Registration Date	Serial No. Registration No.
	Jetton Holdings LLC and	7/5/2016	87/093,366
HOMEE	Lily Jack Tech LLC	2/21/2017	5,145,780
	Jetton Holdings LLC and	12/7/2015	86/841,355
Homee	Lily Jack Tech LLC	7/26/2016	5,007,386
DONE. RIGHT. NOW.	Jetton Holdings LLC and	9/28/2016	87/186,628
	Lily Jack Tech LLC	2/21/2017	5,146,824
HOMEE	Jetton Holdings LLC and	8/16/2016	87/139,683
	Lily Jack Tech LLC	2/21/2017	5,146,767
HOMEE ON DEMAND	Jetton Holdings LLC and	9/29/2016	87/187,197
	Lily Jack Tech LLC	2/21/2017	5,146,826

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RECORDED: 04/23/2018

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