# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM544513

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ISI Corporate, LLC		09/12/2019	Limited Liability Company: SOUTH CAROLINA

### **RECEIVING PARTY DATA**

Name:	ISI Franchise International, Inc.
Street Address:	4007 Belle Terre Boulevard
Internal Address:	Unit C
City:	Myrtle Beach
State/Country:	SOUTH CAROLINA
Postal Code:	29579
Entity Type:	Corporation: SOUTH CAROLINA

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5669904	ISI
Registration Number:	5669906	ISI

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: kmoyerhenry@lewiskohn.com
Correspondent Name: Lewis Kohn & Walker LLP
Address Line 1: 15030 Avenue of Science

Address Line 2: Suite 201

Address Line 4: San Diego, CALIFORNIA 92128

ATTORNEY DOCKET NUMBER:	1023.3GEN
NAME OF SUBMITTER:	Kari Moyer-Henry
SIGNATURE:	/KMH/
DATE SIGNED:	10/09/2019

**Total Attachments: 2** 

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> TRADEMARK REEL: 006767 FRAME: 0389

#### TRADEMARK ASSIGNMENT

This Trademark assignment ("Assignment") is made this \_\_ day of September, 2019, by <u>ISI</u> <u>Corporate, LLC</u> a(n) <u>South Carolina limited liability company</u> entity with a physical address of <u>4007</u> <u>Belle Terre Boulevard Unit C, Myrtle Beach, SC 29579</u> ("Assignor"), and <u>ISI Franchise International, Inc.</u> a(n) <u>South Carolina corporation</u> entity with a physical address of <u>4007 Belle Terre Boulevard Unit C, Myrtle Beach, SC 29579</u> ("Assignee").

### Assignment

1. Assignor has irrevocably and unconditionally assigned and transferred and does hereby irrevocably and unconditionally assign and transfer to Assignees (each Assignee as to an undivided one-half interest), Assignor's entire right, title and interest in and to the following identified Trademark Registrations ("*Registrations*") of the United States:

Reg. No.	Mark	Issue Date	Application No.	Filing Date
5,669,904	ISI	02/05/2019	88/004,969	06/18/2018
5.669,906	ISI design	02/05/2019	88/005,000	06/18/2018

Assignor is to sell, transfer, assign, convey, set over and deliver to Assignee, among other assets, substantially all of the intellectual property of Assignor, and has agreed to execute and deliver this Assignment to Assignee for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, intending to be legally bound, as follows:

- 1. Assignor hereby sells, transfers, assigns, conveys, sets over and delivers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's rights, title and interests in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the trademark registrations set forth above hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future

TRADEMARK REEL: 006767 FRAME: 0390 infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and the proper officials of all other countries to record this Assignment upon request of Assignee. At Assignee's cost and expense, Assignor shall take such steps and actions following the Effective Date, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are assigned to Assignee, or any assignee or successor thereto.
- 3. All representations, warranties, covenants and indemnities of Assignor relating to the Assigned Trademarks are set forth in the Purchase Agreement.
- 4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original and said counterparts shall constitute one and the same instrument.

Assignor:	
ignature: Adam Rice 09/12/2019	
rinted Name: Adam M. Rice	_
Oate: 09/12/2019	

**RECORDED: 10/09/2019**