

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522098

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Big Canoe Company, LLC		05/04/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Big Canoe Brokerage, LLC		
<b>Street Address:</b>	54 Wolfscratch Village, 10591 Big Canoe		
<b>City:</b>	Jasper		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30143		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3239861	BIG CANOE	
<b>Registration Number:</b>	3223127	BIG CANOE REALTY	
<b>Registration Number:</b>	2617734	CIVILIZED BY NATURE	
<b>Registration Number:</b>	2886872	BIG CANOE. ABSOLUTE PROOF THAT WHERE YOU	
<b>Registration Number:</b>	4979453	CANOE LIFE	
<b>Registration Number:</b>	4913252		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	david@lilenfeld.com		
<b>Correspondent Name:</b>	David M. Lilenfeld		
<b>Address Line 1:</b>	3379 Peachtree Rd NE - Suite 980		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30326		
<b>NAME OF SUBMITTER:</b>	David M. Lilenfeld		
<b>SIGNATURE:</b>	/David M. Lilenfeld/		
<b>DATE SIGNED:</b>	05/04/2019		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), having an effective date of April \_\_\_\_\_, 2019, is made between BIG CANOE COMPANY, LLC, a South Carolina limited liability company ("Assignor"), and BIG CANOE BROKERAGE, LLC, a Georgia limited liability company ("Assignee");

WHEREAS, Assignor and Assignee are parties to a prior License Agreement dated December 8, 2017, which contemplates the eventual assignment to Assignee of certain trademarks owned by Assignor;

WHEREAS, Assignor is the owner of the common law and/or statutory trademarks identified in the attached Schedule A (hereinafter the "Marks");

WHEREAS, Assignor wishes to assign the Marks, including the goodwill associated with and symbolized by the Marks; and,

WHEREAS, Assignee desires to acquire the Marks along the goodwill associated with and symbolized by the Marks.

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

1. Assignment. In exchange for one dollar (\$1.00), Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Marks, together with the goodwill associated with and symbolized by the Marks.
2. Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable state, federal or foreign jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the effective date set forth above, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other

documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the state and federal laws of the State of South Carolina, without giving effect to any choice or conflict of law provision or rule. The parties expressly consent to the jurisdiction and venue of the state and federal courts of the state of South Carolina, and waive of objections to personal jurisdiction and venue for any disputes relating to, arising out of or based upon this Trademark Assignment.

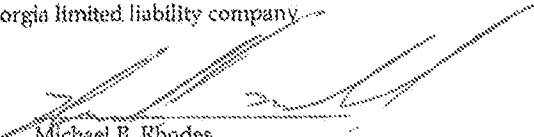
[signature block on following page]

IN WITNESS WHEREOF, the undersigned hereby sets his/her hand and seal.

ASSIGNEE:

BIG CANOE BROKERAGE, LLC  
a Georgia limited liability company

By:



Michael B. Rhodes

Its:

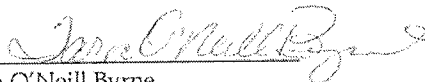
Manager/Sole Member

IN WITNESS WHEREOF, the undersigned hereby sets his/her hand and seal.

ASSIGNOR (1):

BIG CANOE COMPANY, LLC

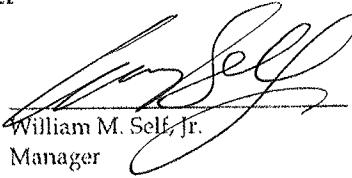
(1) By: The Byrne Corporation of Georgia  
a Georgia corporation  
Its: Member

By:   
Tara O'Neill Byrne  
Its: Executive Vice President



IN WITNESS WHEREOF, the undersigned hereby sets his/her hand and seal.

ASSIGNOR (2):

(2) By: **Greenwood Development, LLC**  
a South Carolina limited liability company  
Its: **Member**

By:   
William M. Self, Jr.  
Its: **Manager**

**Schedule A**  
(List of the "Marks")



<u>Trademark</u>	<u>Services</u>	<u>Registration Number</u>
Big Canoe Atlanta's Premier Mountain Home	Real estate brokerage, management and development services	U.S. Reg. No. 3,996,266
Big Canoe	Real estate brokerage and management services	U.S. Reg. No. 3,239,861
Big Canoe Realty	Real estate brokerage and management services	U.S. Reg. No. 3,223,127
Civilized By Nature	Real estate brokerage and development services	U.S. Reg. No. 2,617,734
Big Canoe. Absolute Proof That Where You Live Can Make A Different In How You Live	Real estate brokerage and development services	U.S. Reg. No. 2,886,872
Canoe Life	Real estate brokerage, management and development services	U.S. Reg. No. 4,979,453
	Real estate brokerage, management and development services	U.S. Reg. No. 4,913,252
Big Canoe Company	Real estate services	GA State Reg. No. S-7881
Big Canoe Real Estate Sales	Business services	GA State Reg. No. S-7916
	Real estate brokerage, management and development services	N/A (common law mark)

**Commented [a1]:**  
his mark was filed after my original search and therefore, was not included in the agreements but probably should be now. Correct?

**Commented [a2]:**  
ame goes for this mark.



**Schedule A**  
(List of the "Marks")

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