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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI938037

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Big Canoe Brokerage LLC		04/10/2025	Limited Liability Company: GEORGIA

### **RECEIVING PARTY DATA**

Company Name:	Big Canoe Property Owners Association Inc.	
Street Address:	12 Wolfscratch Drive	
Internal Address:	10586 Big Canoe	
City:	Jasper	
State/Country:	GEORGIA	
Postal Code:	30143	
Entity Type:	Corporation: GEORGIA	

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2886872	BIG CANOE. ABSOLUTE PROOF THAT WHERE YOU LIVE CAN MAKE A DIFFERENCE IN HOW YOU LIVE.
Registration Number:	3239861	BIG CANOE
Registration Number:	3223127	BIG CANOE REALTY
Registration Number:	4979453	CANOE LIFE
Registration Number:	4913252	

# **CORRESPONDENCE DATA**

**Fax Number:** 4043521285

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:** (404)5647402

Email: tramsey@brawwlaw.com,ahigdon@brawwlaw.com

Correspondent Name: Mr. Timothy J. Ramsey

Address Line 1: 3490 Piedmont Road NE #1400

Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	Ms. Abbigale Higdon
SIGNATURE:	/Ms. Abbigale Higdon/
DATE SIGNED:	04/11/2025

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# **Total Attachments: 4**

source=[Fully Executed] Trademark Assignment Agreement - Big Canoe 4.10.25#page1.tiff source=[Fully Executed] Trademark Assignment Agreement - Big Canoe 4.10.25#page2.tiff source=[Fully Executed] Trademark Assignment Agreement - Big Canoe 4.10.25#page3.tiff source=[Fully Executed] Trademark Assignment Agreement - Big Canoe 4.10.25#page4.tiff

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# TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), having an effective date of April 10<sup>th</sup>, 2025 ("Effective Date"), is by and between Big Canoe Brokerage, LLC, a Georgia limited liability company ("Assignor"), and Big Canoe Property Owners Association, Inc., a Georgia non-profit corporation ("Assignee"). Throughout this Agreement, each of the Assignor and Assignee may be referred to as a "Party", or collectively, the "Parties".

### RECITALS

WHEREAS, Assignor is the owner of each of the common law and/or trademark registrations identified in **Exhibit "A"** attached hereto (the "Big Canoe Marks" or the "Marks");

WHEREAS, Assignor wishes to transfer and assign to Assignee the Big Canoe Marks, including all trademark registrations (state or federal, active, expired, cancelled or abandoned), applications, common law marks, artwork, amendments, modifications, enhancements, and goodwill associated therewith and symbolized by the Marks (collectively, the "Trademark Rights"); and

WHEREAS, Assignee wishes to acquire entire right, title and interest in the Marks, including the goodwill associated with and symbolized by the Marks.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Assignment Grant</u>. In consideration of the mutual promises, covenants, and obligations set forth in this Agreement and for other good and valuable consideration, Assignor hereby assigns, grants and transfers to Assignee all right, title, and interest in and to the Marks, including all trademark registrations (state or federal, active, expired, cancelled or abandoned), applications, common law marks, artwork, amendments, modifications, enhancements and goodwill associated therewith. Assignor further assigns to Assignee all rights to sue for past, present, and future infringement or misappropriations of 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 Agreement upon request by Assignee. Following the Effective Date, 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.

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- 3. <u>Counterparts</u>. 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 Agreement 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 Agreement.
- 4. <u>Successors and Assigns</u>. 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 Georgia, 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 Georgia, and waive of objections to personal jurisdiction and venue for any disputes relating to, arising out of or based upon this Trademark Assignment.
- 6. <u>Trademark Registration Renewals.</u> Assignee shall have the sole right and sole obligation in its discretion to maintain and renew registrations of the Marks.
- 7. <u>Authority</u>: Each of the undersigned represents and warrants that he/she is fully authorized to enter into the terms and conditions of, and to execute, this Assignment on behalf of the associated Party, and that the Assignment is valid, binding, and enforceable against the Party on whose behalf he/she signed.
- 8. <u>Severability</u>: If any provision of this Assignment is held illegal, invalid, or unenforceable, all other provisions of the Assignment shall remain in full force and effect.
- 9. <u>Binding Effect</u>: This Assignment shall be binding and inure to the benefit of the successors and assigns of the Parties.
- 10. <u>Amendments in Writing</u>: This Assignment shall not be amended, altered, revised, modified, terminated, or changed, except by further written agreement by the Parties.
- 11. Entire Agreement: This Assignment and other Agreements entered into contemporaneously herewith of even date embody the entire agreement of the Parties with respect to the subject matter involved. All previous communications and/or agreements, whether written or oral, between the Parties are superseded unless expressly incorporated or made a part hereof.

[Signatures Contained On The Following Page]

Mind

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be duly executed and effective as of the date set forth above.

ASSSIGNOR	ASSIGNEE
Big Canoe Brokerage LLC, a Georgia	Big Canoe Property Owners Association, Inc.,
Limited Liability Company	a Georgia Non-Profit Corporation
By: Mell and	By: Leny Stewar
Michael B. Rhodes, Owner and Manager	Terry Stewart, Resident
Signed, sealed and delivered	Signed, sealed and delivered
In the Presence of:	In the Presence of:
Witness Notary Public	Witness Notary Public
My Commission Expires 5 107 207  (NOTARY FAG:  WAY  OF 2027  OF 20	My Commission Expires 6 07 12027  (NOTARM SHALL)  (NOTARM SHALL)

# Exhibit "A"

# Big Canoe Marks

	Trademark Name	U.S. Registration No.	Registration Date
1.	BIG CANOE. ABSOLUTE PROOF THAT WHERE YOU LIVE CAN MAKE A DIFFERENCE IN HOW YOU LIVE.	Reg. No. 2886872	September 21, 2004
2.	BIG CANOE	Reg. No. 3239861	May 8, 2007
3.	BIG CANOE REALTY	Reg. No. 3223127	March 27, 2007
4.	CANOE LIFE	Reg. No. 4979453	June 14, 2016
5.		Reg. No. 4913252	March 8, 2016
6.	BIG CANOE BROKERAGE	Not applied for	
7.	BIG CANOE BROKERAGE LLC	Not applied for	

Items 3, 6 and 7 are collectively referred to as the "Brokerage Marks".

Trademark Assignment Agreement Exhibit "A" 4.10.25

**RECORDED: 04/11/2025** 

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