

09-21-2001

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Mr. Handyman, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: February 4, 2000

2. Name and address of receiving party(ies)

Name: Mr. Handyman International, L.L.C.

Internal  
Address:

Street Address: 3948 Ranchero Drive

City: Ann Arbor State: MI Zip: 48108

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-State  
☒ Other a Michigan Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
2,290,057

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: J. Michael Huget

Internal Address: Suite 300

Street Address: 350 S. Main Street

City: Ann Arbor State: MI Zip: 48104

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

12-2136

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

J. Michael Huget, Esq.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, made effective the 4th day of February, 2000, by and between MR. HANDYMAN, INC., a Massachusetts subchapter S corporation, located at 5 Dunstable Road, Suite 105, North Chelmsford, Massachusetts 01863 and MR. HANDYMAN FRANCHISE CORPORATION, a subchapter S corporation, located at 22 Hitchinpost Road, Chelmsford, Massachusetts ("Assignors"), and MR. HANDYMAN ~~FRANCHISE~~ INTERNATIONAL, L.L.C., a Michigan limited liability company, located at 1340 Eisenhower Place, Ann Arbor, Michigan 48108 ("Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each of the parties, and pursuant to the other agreements signed between the parties contemporaneous with this Agreement, the parties agree as follows:

1. Assignment. Assignors hereby irrevocably and permanently grant, sell, convey, transfer and assign to Assignee, free and clear, all right, title and interest to each of the following assets, hereinafter together referred to as the "Mr. Handyman Intellectual Property":

A. MR. HANDYMAN, INC. conveys the "Mr. Handyman" name, logo, trade marks, copyrights, etc. as more fully described in attached Exhibit A-1.

B. MR. HANDYMAN FRANCHISE CORPORATION conveys the Mr. Handyman business plans, procedures and techniques as more fully described in attached Exhibit A-2.

C. MR. HANDYMAN, INC. and MR. HANDYMAN FRANCHISE CORPORATION both convey any other information related to the Mr. Handyman business including projections, analyses, drawings, charts, manuals, diagrams, guides, evaluations, studies and any other written or computer generated materials used and/or developed by Assignors at any time.

2. Warranty(ies) Of Title. Assignors warrant that they are the sole owners of the Mr. Handyman Intellectual Property; that they have the right and corporate authority to enter into this Agreement; that there are no known infringements or claims of infringement, or any other disputes of any nature by or against any third parties with respect to any of the Mr. Handyman Intellectual Property.

3. Relationship Of The Parties.

A. Access. Assignors will grant Assignee reasonable access to that portion of Assignors' facilities necessary to effectuate the conveyances contemplated by this Agreement. Such access shall not interfere with Assignors' reasonable business operation. The parties shall otherwise reasonably cooperate with each other to effectuate the conveyances contemplated by this Agreement.

**B. Independent Contractor.** The Assignors and Assignee will each be and shall each act as an independent contractor, and not as an agent, partner or joint venture with the other party for any purpose, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, or to release, license, forgive, satisfy or ratify any prior action or failure to act, on behalf of or with respect to the other.

**C. Expenses.** Except as otherwise provided herein, or as may be hereafter established by an agreement in writing executed by the parties hereto, all expenses incurred by each party in performing its obligations hereunder shall be borne by the party incurring the expense; except in the event of a breach by either party, the non-breaching party shall be entitled to all costs of collection and enforcing its rights hereunder, including reasonable attorneys' fees.

**4. Assignee's Anticipated Use Of The Mr. Handyman Intellectual Property.** It is acknowledged and understood that Assignee will endeavor to develop, start up and operate a Mr. Handyman franchise operation, utilizing the Mr. Handyman Intellectual Property. The parties will reasonably cooperate with one another, and each party will perform such actions as may be reasonably requested by the other party, in order to facilitate the development, start up and/or operation of this Mr. Handyman Franchise System.

**5. Indemnification.** Each party will indemnify and hold the other harmless from and against: (i) their breach of any aspect of this Agreement; (ii) their use of the Mr. Handyman Intellectual Property, as it gives rise to a claim by a third party; and/or (iii) any negligent or intentional misconduct as it gives rise to a claim by a third party. Provided, however, if the indemnified party's action or inaction materially contributes to the third-party claim/dispute, this indemnification shall not apply.

In the event any one of the parties are notified of a potential claim, that party shall promptly notify the other parties in writing, and all parties will reasonably cooperate with one another in the defense and/or settlement of such actions, with the understanding that the indemnified party will have its reasonable costs and expenses, including attorneys' fees, paid by the indemnifying party.

**6. Miscellaneous.**

**A. Entire Agreement.** This Agreement contains the entire agreement between the parties, and supersedes and annuls all other agreements, contracts, promises or representations, whether written or oral, with respect to its subject matter. Each of the parties hereto further declares and represents that no promises, agreements or representations have been made in connection with this Agreement, nor have any promises, agreements or representations been relied upon by either party in executing this Agreement, except as set forth in writing and signed by the parties as part of this transaction closing.

B. Subsequent Agreements. No subsequent agreements, contracts, promises or representations shall be binding or effective between the parties unless set forth in writing and signed by both parties. It is hereby further agreed and understood that this Agreement can only be altered or amended by a further written agreement signed by both parties.

C. Applicable Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Michigan.

D. Binding Effect. This Agreement shall be binding upon all parties, their respective successors and/or assigns.

E. Notices. All notices provided for in this Agreement shall be directed to the parties at the addresses set forth herein unless a party's address is modified in writing by a change of address, and all such notices shall be by personal delivery, a nationally recognized overnight courier service or registered or certified mail, postage prepaid, return receipt requested.

F. Severability. If any of the provisions of this Agreement shall be declared to be invalid, void or unenforceable, or shall be modified by arbitration award, judicial decree, order or judgment, the remaining or modified provisions hereof shall remain in full force and effect.


G. Enforcement Of Rights. In recognition of the fact that it would be difficult and impractical to calculate accurately and ascertain the damages that would be sustained as a result of a breach by a party to this Agreement, any party to this Agreement shall have the right to obtain a temporary restraining order and preliminary and permanent injunctions restraining and enjoining any other party from initiating or continuing any breach of this Agreement.

H. Authorization. Each party is authorized to enter into this Agreement by virtue of a resolution duly adopted by its shareholders/members and directors/managers.

Executed on the date first above written.

MR. HANDYMAN, INC.,  
a Massachusetts subchapter S corporation

"Assignor"

By:   
David C. Lavallo

Its: President and Authorized Representative

<sup>INTERNATIONAL</sup>  
MR. HANDYMAN ~~FRANCHISE SYSTEMS~~,  
L.L.C., a Michigan limited liability company

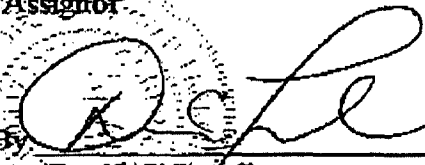
"Assignee"

By:   
David McKimmon

Its: Manager and Authorized Representative

MR. HANDYMAN FRANCHISE  
CORPORATION, a Massachusetts  
subchapter S corporation

"Assignor"

By:   
David C. Lavallo

Its: President and Authorized Representative

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