

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305360

<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>
American Franchise Systems LLC		04/30/2011	LIMITED LIABILITY COMPANY: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dryer Vent Wizard International LLC		
<b>Street Address:</b>	37735 Enterprise Ct., Ste. 100		
<b>City:</b>	Farmington Hills		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48331		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MICHIGAN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3435288	DRYER VENT WIZARD	
<b>Registration Number:</b>	3679426	DRY CLOTHES - SAFE HOMES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8102205968		
<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>Phone:</b>	810-227-3103		
<b>Email:</b>	briar@crlaw.biz		
<b>Correspondent Name:</b>	Briar Siljander		
<b>Address Line 1:</b>	7960 Grand River Ave.		
<b>Address Line 4:</b>	Brighton, MICHIGAN 48114		
<b>NAME OF SUBMITTER:</b>	Briar Siljander		
<b>SIGNATURE:</b>	/Briar Siljander/		
<b>DATE SIGNED:</b>	05/22/2014		
<b>Total Attachments: 4</b>			
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OP \$65.00 3435288

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property has been signed on April 30, 2011, but shall be effective as of May 1, 2011, by M. Longe DVW, LLC and American Franchise Systems LLC (the "Assignors") in favor of Dryer Vent Wizard International LLC, a Michigan limited liability company ("DVW International").

### RECITALS

WHEREAS, on the same date hereof, Assignors and DVW International executed an Asset Purchase Agreement (the "Purchase Agreement") whereby Assignors agreed to sell and DVW International agreed to buy all of Assignors assets and assume certain liabilities;

WHEREAS, pursuant to the Purchase Agreement, Assignors are required to memorialize in writing the assignment of all of their intellectual property in connection with Driver Vent Wizard business and concept.

NOW THEREFORE, for One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors agree as follows:

#### 1. ASSIGNMENT AND CONVEYANCE

- (a) Assignors irrevocably and without reservation or limitation, assign, transfer and convey all right, title and interest in and to the Dryer Vent Wizard business and concept of dryer vent installation and cleaning products and services, and all franchise rights, patents, inventions, know-how, advertising and/or marketing rights, trade secrets, trademarks, trade names, service marks, copyrights, logos, trade dress, applications for any of the foregoing in connection with the "Dryer Vent Wizard" concept and business, and the exclusive worldwide right to use the name "Dryer Vent Wizard" and/or any variations thereof including any additional items listed on Schedule A hereto, (the "Proprietary Property") to DVW International. In connection with the aforementioned conveyance, the Assignors hereby represent and warrant to DVW International that:
  - (i) The Assignors have the legal capacity and authority to enter into this Agreement and to contribute the Proprietary Property to DVW INTERNATIONAL. To the best of their knowledge, the execution, delivery and performance of this Agreement does not and will not violate or cause a default under any agreement to which any of the Assignors are a party, or result in the breach, termination or acceleration of any obligation or constitute a default or permit the termination of any right under any contract,

agreement, instrument, order, arbitration award, judgment or decree to which any of the Assignors are a party or by which any of the Assignors or the Proprietary Property are bound. The Assignors have taken all necessary action required by law or otherwise, to authorize the execution, delivery and performance of this Agreement and the conveyance and assignment of the Proprietary Property to DVW INTERNATIONAL and, to the best of their knowledge, are not under any restriction or limitation that would limit the ability to convey the Proprietary Property to DVW INTERNATIONAL. This Agreement and each document and instrument executed pursuant to this Agreement by the Assignors, constitutes a valid and binding obligation of the Assignors and are enforceable in accordance with their respective terms. The Assignors are not required to obtain the consent, approval or waiver of any person not a party to this Agreement to enter into this Agreement or to consummate the transactions contemplated hereby; and,

(ii) The Assignors hold good and marketable title to the Proprietary Property, and the Proprietary Property is free and clear of all liens, claims and Encumbrances. The Assignors have the good and lawful right to convey the Proprietary Property to DVW INTERNATIONAL.

(b) The Assignors hereby covenant and agree to execute, acknowledge and deliver to DVW INTERNATIONAL from time to time such assignments, estoppel letters and other instruments as DVW INTERNATIONAL may from time to time reasonably request in order to carry out or evidence the transfer required by Section 1 (a).

(c) Assignors shall have no rights in subsequent discoveries, inventions, and/or technologies resulting from the development of any of Proprietary Property by or under the authority of DVW INTERNATIONAL.

## 2. MISCELLANEOUS

(a) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to those provisions governing conflict of law.

(b) No Waiver. Failure of a party to enforce a right under this Assignment shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.

(c) Severability. The provisions of this Assignment are contractual, not mere

recitals, and shall be construed severably such that, if any provision or part thereof shall at any time be prohibited by or invalid under applicable law, such provision or part shall remain in force to the fullest extent allowed by law and all other provision shall remain in full force and effect.

- (d) Authority. The undersigned representative for each party certifies that he or she is fully authorized by the party whom he or she represents to enter into the terms and conditions of this Assignment and to commit fully and bind such party according to the provisions hereof.

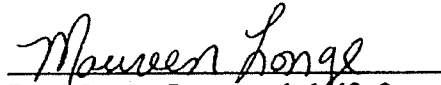
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by its duly authorized officers on the first date set forth above, each copy which will for all purposes be deemed to be an original

M. Longe DVW, LLC



By: Maureen Longe  
Its: Member/Manager

American Franchise Systems LLC



By: Maureen Longe on behalf of  
M. Longe DVW, LLC, its sole  
Member/Manager

**MEMORANDUM CLARIFYING ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Memorandum Clarifying Assignment of Intellectual Property, acknowledged and agreed to by the parties signing hereto, is for the purpose of specifying certain service marks included in an Assignment of Intellectual Property agreement ("Assignment") executed by M. Longe DVW, LLC and American Franchise Systems, LLC ("Assignors") in favor of Dryer Vent Wizard International, LLC ("DVWI") on April 30, 2011 (effective May 1, 2011).

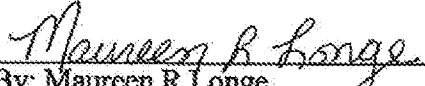
In conjunction with an Asset Purchase Agreement whereby Assignors agreed to sell and DVWI agreed to purchase all assets and certain liabilities of Assignors, Assignors also executed the Assignment, attached hereto as Exhibit I, which references a Schedule A purporting to list additional assigned items of intellectual property.

In the course of recording the assignment of certain service marks transferred by the Assignment, it has come to the attention of the parties that Schedule A of the Assignment has been misplaced. Accordingly, the parties hereto confirm that the following service marks were included in Schedule A of the Assignment and are duly assigned to DVWI in accordance with the terms of the Assignment:

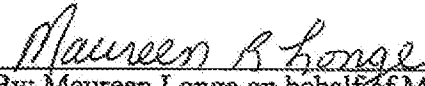
Mark	Registration/Identification Number	Registration Date	Register
Dryer Vent Wizard	3435288	May 27, 2008	Principal
Dry Clothes - Safe Homes	3679426	September 8, 2009	Principal
Dryer Vent Wizard	M08-844	April 6, 2006	Michigan

The undersigned, by their signatures, confirm this Memorandum Clarifying Assignment of Intellectual Property and the contents herein, and state, individually, that each has the necessary capacity and authority to bind her respective entity.

**M. LONGE DVW, LLC**

  
By: Maureen R Longe  
Its: Member/Manager

**AMERICAN FRANCHISE SYSTEMS LLC**

  
By: Maureen Longe on behalf of M. Longe DVW, LLC,  
its sole Member/Manager

**DRYER VENT WIZARD INTERNATIONAL, LLC**

  
By: Terry Reuer  
Its: Chief Executive Officer

5/21/14