

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333820

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
True.Home Heating Cooling, Inc.	FORMERLY Williams Comfort Air, Inc.	02/28/2014	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WCA Group, LLC		
<b>Street Address:</b>	1077 Third Avenue Southwest		
<b>City:</b>	Carmel		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46032		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: INDIANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4043004	WILLIAMS VERTIZONTAL	
<b>Registration Number:</b>	4098445	MOBILE CLOSEOUT	
<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>Phone:</b>	317-957-3814		
<b>Email:</b>	thomas.landrigan@defenderdirect.com		
<b>Correspondent Name:</b>	Thomas Landrigan		
<b>Address Line 1:</b>	3750 Priority Way South Drive		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46240		
<b>NAME OF SUBMITTER:</b>	Thomas M. Landrigan		
<b>SIGNATURE:</b>	/Thomas M. Landrigan/		
<b>DATE SIGNED:</b>	03/03/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made by True.Home Heating|Cooling, Inc., formerly known as Williams Comfort Air, Inc. ("Assignor"), an Indiana corporation, located at 1077 Third Avenue Southwest, Carmel, IN 46032, in favor of WCA Group, LLC ("Assignee"), an Indiana LLC, located at 1077 Third Avenue Southwest, Carmel, IN 46032, the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement between Assignee and Assignor, dated as of even date herewith (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, all of Assignor's right, title and interest 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 and trademark applications set forth on Exhibit 1 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 infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's

reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the 27<sup>th</sup> day of February, 2015

TRUE.HOME HEATING|COOLING, INC.

By   
Mark J. Colucci, Secretary

EXHIBIT 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Application and/or Registration Number</u>
WILLIAMS VERTIZONTAL	U.S. 4043004
MOBILE CLOSEOUT	U.S. 4098445
METZLERS MR. PLUMBER	IN 2009-0711
THE MOST IMPORTANT COMFORT WE PROVIDE IS TRUST, AND WE DO WHAT IT TAKES TO EARN IT	IN 2012-0206
THE MOST IMPORTANT COMFORT WE PROVIDE IS TRUST	IN 2012-0207
CALL MR. PLUMBER... NIGHT OR DAY!	IN 2012-0208
YOUR MOST IMPORTANT CHOICE IS WHO INSTALLS YOUR NEW SYSTEM	IN 2012-0209
MR. PLUMBER	IN 2014-0315