900352220 01/29/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM371098

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900351776		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PorchLight Group Inc.		12/16/2015	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	The Dwyer Group LLC		
Street Address:	1010 N. University Parks Drive		
City:	Waco		
State/Country: TEXAS			
Postal Code: 76707			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type Number		Word Mark		
Registration Number:	4838134	HAVEN		
Registration Number:	4838135	HAVEN		

CORRESPONDENCE DATA

Fax Number: 4045414607

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: 4048156500

Email: vnorthcutt@kilpatricktownsend.com

Correspondent Name: William H. Brewster

Address Line 1: 1100 Peachtree St., Suite 2800 Kilpatrick Townsend & Stockton LLP Address Line 2:

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	0969214
NAME OF SUBMITTER:	Valetta Northcutt, Paralegal
SIGNATURE:	/val northcutt/
DATE SIGNED:	01/29/2016

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("<u>Assignment</u>") is entered into as of the Effective Date (as defined below) by PorchLight Group Inc., an Indiana corporation ("<u>Assignor</u>") in favor of The Dwyer Group LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement ("Agreement") made effective as of December 16, 2015 ("Effective Date");

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks listed in **Exhibit A** hereto for the jurisdictions listed in **Exhibit A** hereto ("**Marks**") and for the Marks listed registrations have been obtained ("**Registrations**") or applications for registration have been filed and are pending ("**Applications**"); and

WHEREAS, in conjunction with Seller's execution of and performance under the Agreement, Assignor wishes to assign to Assignee all of Assignor's right, title, and interest in and to the Marks, Registrations, and Applications, and Assignee wishes to acquire and own all of Assignor's right, title, and interest in and to the Marks, Registrations, and Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges and which consideration includes without limitation the direct and/or indirect benefit received by Assignor in conjunction with Sellers' execution of and performance under the Agreement:

- 1. Assignor hereby irrevocably sells, transfers, conveys, assigns, and delivers to Assignee, and its successors and assigns, effective as of the Effective Date, free and clear of all liens: (a) all of Assignor's right, title, and interest, including without limitation the Registrations, Applications, and any and all other applications, registrations, and renewals therefor, in and to the Marks, together with all the goodwill of the business that pertains to any or all of the goods and/or services for which any or all of the Marks is used, or is intended to be used, in association therewith; and (b) any and all actions and rights of action for infringement, violation, or misappropriation, including without limitation the right to sue and collect damages for past infringement, of the foregoing right, title, and interest in and to the Marks, Registrations, and Applications and/or otherwise with respect to the Marks, Registrations, and/or Applications, whether arising before, on, or after the Effective Date.
- 2. The parties hereto acknowledge and agree that this Assignment is subject to, and will be construed in accordance with, the terms and conditions of the Agreement (including without limitation Sellers' representations and warranties therein) applicable to the subject matter hereof, all of which applicable terms and conditions are incorporated herein by reference.
- 3. This Assignment and all claims or causes of action (whether at law, in contract, or in tort) that may be based upon, arise out of or relate to this Assignment (including the exhibit hereto), or the negotiation, execution, performance, validity, interpretation, construction, and enforcement of this Assignment will be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.
- 4. Upon Assignee's reasonable request and at Assignee's cost, Assignor hereby agrees promptly to execute and deliver to Assignee, or to its successors and assigns, any and all such further

documents as may be reasonably necessary for Assignee, or for its successors and assigns, to perfect and enjoy any or all of the rights assigned hereunder.

5. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. This Assignment may be executed and delivered by e-mail or facsimile, and copies of signatures hereon will be deemed as binding as originals.

[Signature Page Follows]

PORCHLIGHT GROUP INC. A Delaware corporation
Signature Signature Printed Name President Title 12 16 15 Date
Date 12 16 15
NOTARIAL CERTIFICATE
UNITED STATES OF AMERICA) STATE OF XN : ss.: CITY/COUNTY OF Hamiton)
1, Ethan Ohdier Shalter andersigned Notary Public do hereby certify that Jim Brown, as President of
Jim Brown, as President of
PORCHLIGHT GROUP INC., a Delaware corporation, who signed the foregoing Assignment
document, was authorized on the 16th day of, to execute the foregoing Assignment document
on behalf of PORCHLIGHT GROUP INC., and to me acknowledged that he/she did sign the said
document.
(STAMP AND SEAL) AM GWA AM Notary Public
ETHAN ANDREW SHEPHERD Hamilton County My Commission Expires 11/15/2023 Commission # 675565

EXHIBIT A

MARK	JURISDICTION	STATUS	REGISTRATION#	CLASS	FILING DATE	REG. DATE
HAVEN	U.S.	Registered	4838134	35; 42	10/19/2014	10/20/2015
HAVEN	U.S.	Registered	4838135	9	10/19/2014	10/20/2015

TRADEMARK REEL: 005716 FRAME: 0435

RECORDED: 01/27/2016