

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391205

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|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Comfort Home Corporation | | 07/05/2016 | Corporation: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | CLEARresult Consulting Inc. | | |
| Street Address: | 4301 Westbank Drive, Bldg A, Ste 150 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78746 | | |
| Entity Type: | Corporation: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1653227 | COMFORT HOME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Phone: | 5034670918 | | |
| Email: | robin.seifried@clearresult.com | | |
| Correspondent Name: | Robin Seifried | | |
| Address Line 1: | 100 SW Main St, Suite 1500 | | |
| Address Line 4: | Portland, OREGON 97204 | | |
| NAME OF SUBMITTER: | Robin B Seifried | | |
| SIGNATURE: | /Robin B Seifried/ | | |
| DATE SIGNED: | 07/12/2016 | | |
| Total Attachments: 3 | | | |
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| source=Comfort Home Trademark Assignment Agreement (fully-executed)#page2.tif | | | |
| source=Comfort Home Trademark Assignment Agreement (fully-executed)#page3.tif | | | |

OP \$40.00 1653227

TRADEMARK ASSIGNMENT AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "**Agreement**") dated effective July 5, 2016 (the "**Effective Date**"), is between CLEAResult Consulting Inc., a Texas corporation ("**Assignee**"), and Comfort Home Corporation, a Pennsylvania corporation ("**Assignor**").

BACKGROUND

- A. Assignor owns the entire right, title and interest in and to the Comfort Home trademark, United States Patent and Trademark Office Registration Number 1653227 (the "**Mark**").
- B. Assignee owns 100% of the outstanding stock of Assignor.
- C. Assignee now wishes to assign to Assignor all of its right, title and interest to the Mark, together with all of the goodwill of the business symbolized thereby, and Assignor now wishes to accept such assignment subject to the terms and conditions set forth in this Agreement.

AGREEMENT

The parties incorporate into this Agreement the above Background provisions and agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby conveys to Assignee and Assignee hereby accepts from Assignor all right, title and interest in the Mark, together with the goodwill of the business symbolized by the Mark.
2. Warranties. Assignor represents and warrants that:
 - a. Assignor owns the entire right, title and interest in and to the Marks; and
 - b. The registration of the Mark is currently valid and in full force and effect.
3. Miscellaneous.
 - a. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflict of law rules, and shall be enforceable against the parties in the courts of Texas. Each party irrevocably submits to the jurisdiction of such courts, and agrees that all claims with respect to this Agreement may be heard and determined in any of such courts.
 - b. Attorney's Fees. In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney fees the prevailing party incurs, including, but not limited to, those related to or arising from any appeal.
 - c. Entire Agreement; Counterparts. This Agreement, including the Background sections and any exhibits, schedules or attachments (all of which are incorporated into this Agreement by this reference), contains the entire agreement of the parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged in this Agreement and superseded by this Agreement. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought. This Agreement may be executed in two (2) or more counterparts, all of which will constitute but one and the same instrument.
 - d. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally

construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

e. Waiver of Breach. The failure of either party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the party under this Agreement, shall not be construed as a waiver of such party's right to enforce strict performance in the same or any other instance.

The parties to this Agreement have executed this Agreement as of the Effective Date.

Assignee

Assignor

CLEARresult Consulting Inc.

Comfort Home Corporation

By: 

By: _____

Name: Joe Mattoon

Name: Gino Porazzo

Title: Chief Legal Officer

Title: Vice President

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Assignee

CLEARResult Consulting Inc.

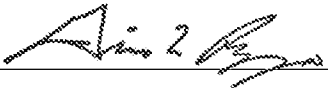
By: _____

Name: Joe Mattoon

Title: Chief Legal Officer

Assignor

Comfort Home Corporation

By:  _____

Name: Gino Porazzo

Title: Vice President