

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pool Scouts Franchising, LLC		10/27/2016	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	BFB IP, LLC		
Street Address:	349 Southport Circle		
Internal Address:	Suite 106		
City:	Virginia Beach		
State/Country:	VIRGINIA		
Postal Code:	23452		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5061045	POOL SCOUTS	
Registration Number:	5061044	PERFECT POOLS, SCOUT'S HONOR	
Registration Number:	5061043	POOL SCOUTS	
CORRESPONDENCE DATA			
Fax Number:	8883609092		
<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:	757-624-3306		
Email:	trademarks@kaufcan.com		
Correspondent Name:	Nicole J. Harrell		
Address Line 1:	150 West Main Street		
Address Line 2:	P.O. Box 3037		
Address Line 4:	Norfolk, VIRGINIA 23514-3037		
NAME OF SUBMITTER:	Nicole J. Harrell		
SIGNATURE:	/Nicole J. Harrell/		
DATE SIGNED:	11/01/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement") is entered into as of the 27th day of October, 2016, by POOL SCOUTS FRANCHISING, LLC, a Virginia limited liability company ("Assignor"), in favor of BFB IP, LLC, a Virginia limited liability company ("Assignee").

WHEREAS, Assignor franchises retail franchise locations offering pool and spa cleaning and maintenance services in accordance with a proprietary franchise system developed by Assignor;

WHEREAS, Assignor is the owner of the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications in the form more fully described in Schedule A hereto (the "Marks"); and

WHEREAS, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to all of the Marks.

NOW, THEREFORE, for the consideration of administrative services previously provided and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, assigns and otherwise conveys to Assignee, (a) all of Assignor's right, title and interest in and to each of the Marks, (b) all applications and registrations relating thereto, (c) all issuances, extensions and renewals thereof, (d) priority filing rights, (e) the goodwill of the business symbolized by or associated with the Marks, (f) 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 (g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, or 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 not no obligation to sue for such legal and/or equitable relief and to collect, or otherwise recover, any such damages.

Assignee acknowledges and agrees that such assignment is, and Assignee assumes the Marks, subject to any rights in the Marks that Assignor granted to any franchisees on or prior to the date hereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment Agreement upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments,

powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

This instrument may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first set forth above.

ASSIGNOR:

POOL SCOUTS FRANCHISING, LLC

By: Michael Wagner
Name: Michael Wagner
Title: President


ASSIGNEE:

BFB IP, LLC

By: [Signature]
Name: Ken Wilson
Title: CEO

Schedule A

Marks

Mark	Class	Goods/Services	Serial / Registration Number	Registration Date
POOL SCOUTS	037	Swimming pool maintenance, service and cleaning; hot tub and spa maintenance, service and cleaning	86/851,212 5,061,045	10/11/16
PERFECT POOLS, SCOUT'S HONOR	037	Swimming pool maintenance, service and cleaning; hot tub and spa maintenance, service and cleaning	86/851,194 5,061,044	10/11/16
	037	Swimming pool maintenance, service and cleaning; hot tub and spa maintenance, service and cleaning	86/851,186 5,061,043	10/11/16