

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403906

<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>
Mosquito Joe Franchising, LLC		10/27/2016	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BFB IP, LLC		
<b>Street Address:</b>	349 Southport Circle		
<b>Internal Address:</b>	Suite 106		
<b>City:</b>	Virginia Beach		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23452		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4940408	STOP SMACKING YOURSELF IN THE FACE.	
<b>Registration Number:</b>	4940409	TIRED OF BEING THE MAIN COURSE IN YOUR O	
<b>Registration Number:</b>	4940411	HAVEN'T SEEN YOU OUTSIDE IN A WHILE.	
<b>Registration Number:</b>	4940416	PLAYTIME IS BACK.	
<b>Registration Number:</b>	4940418	DID YOU MEAN TO DONATE BLOOD ON THE WAY	
<b>Registration Number:</b>	4940420	GET YOUR OUTSIDE ON.	
<b>Registration Number:</b>	4940421	BECAUSE A YARD IS A TERRIBLE THING TO WA	
<b>Registration Number:</b>	4940422	YOUR BACKYARD, OUR BATTLEFIELD.	
<b>Registration Number:</b>	4940424	KEEP THE MOSQUITOS OFF THE GUEST LIST.	
<b>Registration Number:</b>	4940429	MOSQUITOES, TICKS AND FLEAS, JOE'S ONTO	
<b>Registration Number:</b>	4767454	SHARE THE MOJO	
<b>Registration Number:</b>	4550144	MOSQUITO JOE	
<b>Registration Number:</b>	3858271	MOSQUITO JOE	
<b>Registration Number:</b>	4431938	OUTSIDE IS FUN AGAIN.	
<b>Registration Number:</b>	4431937	MOJO	
<b>Registration Number:</b>	3858329	MOSQUITO JOE MOSQUITO CONTROL	
<b>Registration Number:</b>	3874960	LIFE IS GREAT OUTDOORS	

OP \$440.00 4940408

**CORRESPONDENCE DATA****Fax Number:** 8883609092*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:** 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

<b>NAME OF SUBMITTER:</b>	Nicole J. Harrell
<b>SIGNATURE:</b>	/Nicole J. Harrell/
<b>DATE SIGNED:</b>	11/01/2016

**Total Attachments: 6**

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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 MOSQUITO JOE 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 pest control 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.

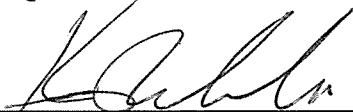
This instrument may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank]*

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

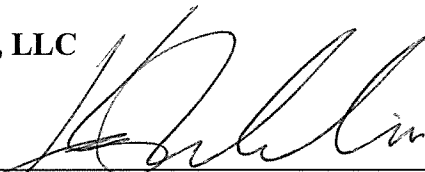
**ASSIGNOR:**

**MOSQUITO JOE FRANCHISING, LLC**

By:   
Name: Kevin Wilson  
Title: CEO

**ASSIGNEE:**

**BFB IP, LLC**


By:   
Name: Kevin Wilson  
Title: CEO

**Schedule A**

**Marks**

<b>Mark</b>	<b>Class</b>	<b>Goods/Services</b>	<b>Serial / Registration Number</b>	<b>Registration Date</b>
STOP SMACKING YOURSELF IN THE FACE.	037	Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets	86/696,265 4,940,408	4/19/16
TIRED OF BEING THE MAIN COURSE IN YOUR OWN BACK YARD?	037	Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets	86/696,271 4,940,409	4/19/16
HAVEN'T SEEN YOU OUTSIDE IN A WHILE.	037	Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets	86/696,282 4,940,411	4/19/16
PLAYTIME IS BACK.	037	Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets	86/696,322 4,940,416	4/19/16
DID YOU MEAN TO DONATE BLOOD ON THE WAY TO THE MAILBOX?	037	Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets	86/696,351 4,940,418	4/19/16
GET YOUR OUTSIDE ON.	037	Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets	86/696,356 4,040,420	4/19/16

BECAUSE A YARD IS A TERRIBLE THING TO WASTE.	037	Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets	86/696,364 4,940,421	4/19/16
YOUR BACKYARD, OUR BATTLEFIELD.	037	Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets	86/696,369 4,940,422	4/19/16
KEEP THE MOSQUITOS OFF THE GUEST LIST.	037	Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets	86/696,387 4,940,424	4/19/16
MOSQUITOES, TICKS AND FLEAS, JOE'S ONTO YOU.	037	Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets	86/696,424 4,940,429	4/19/16
SHARE THE MOJO	035	Customer referral services in the field of mosquito and other pest control services; promoting goods and services in the field of mosquito and other pest control services by providing incentives to existing customers to provide referrals to potential customers; promoting goods and services in the field of mosquito and other pest control services by providing incentives to existing customers to provide referrals to friends, family and potential customers using social networks, email or face-to-face	86/364,910 4,767,454	7/7/15

	037	Mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets	85/880749 4,550,144	6/17/14
MOSQUITO JOE	037	Pest control	77/893,952 3,858,271	10/5/10
OUTSIDE IS FUN AGAIN.	037	Pest Control	85/880,747 4,431,938	11/12/2013
MOJO	037	Pest Control	85/880,745 4,431,937	11/12/2013
	037	Pest control	77/941,250 3,858,329	10/5/10
LIFE IS GREAT OUTDOORS	037	Pest Control	77,941,254 3,874,960	11/9/10