OP \$40.00 78278942

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM403757 Stylesheet Version v1.2

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
	Corrective Assignment to correct the correspondence data previously recorded on Reel 005897 Frame 0659. Assignor(s) hereby confirms the Assignment.	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LAWNAMERICA INC.		09/19/2016	Corporation: OKLAHOMA

RECEIVING PARTY DATA

Name:	FAMILY BLANKAT, LLC	
Street Address:	8585 East Warren Avenue	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80231	
Entity Type:	Limited Liability Company: COLORADO	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78278942	LAWNAMERICA MAKING YOUR NEIGHBORHOOD MOR

CORRESPONDENCE DATA

Fax Number: 3039067598

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: 3039067598

Email: aking@anthonyakinglaw.com

Correspondent Name: Anthony A. King

Address Line 1: 3900 East Mexico, 300

Address Line 2: Suite 310

Address Line 4: Denver, COLORADO 80210

NAME OF SUBMITTER:	/Krystle Landry/
SIGNATURE:	/Krystle Landry/
DATE SIGNED:	10/31/2016

Total Attachments: 3

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TRADEMARK REEL: 005914 FRAME: 0711 Form PTO-1594 (Rev. 12-11) -0027 (exp. 04/30/2015) REC T

1. Name of conveying party(ies):

X Corporation- State: Oklahoma

Citizenship (see guidelines)Oklahoma

Execution Date(s) September 19, 2016

Security Agreement

A. Trademark Application No.(s)

concerning document should be mailed:

Street Address: 3900 East Mexico Avenue

Additional names of conveying parties attached?

3. Nature of conveyance/Execution Date(s):

LawnAmerica Inc.

Individual(s)

Partnership

Other

X Assignment

Name: Anthony King

City:Denver State:Colorado

Docket Number:

9. Signature:

Internal Address: Suite 300

Phone Number: 303-906-7598

Email Address: aking@anthonykingla

Other

To the Director of the U.S. Patent and Trac.

Association

Merger

Change of Name

Limited Partnership

10/11/2016

U.S. DEPARTMENT OF COMMERCE nited States Patent and Trademark Office

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reord-une altached documents or the new address(es) below. 2. Name and address of receiving party(ies) ☐ Yes Additional names, addresses, or citizenship attached? Name: Family Blankat, LLC Street Address: 8585 E. Warren Avenue City: Denver State: CO Country:Denver Zip: <u>80231</u> Individual(s) Citizenship Association Citizenship Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Citizenship Colorado If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes (Designations must be a separate document from assignment) 4. Application number(s) or registration number(s) and identification or description of the Trademark, B. Trademark Registration No.(s) 2,927,830 Additional sheet(s) attached? Yes 🔀 No C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Landscape gardening; landscape gardening design for others; spreading of fertilizer by surface means; weed killing; and law care. 5. Name & address of party to whom correspondence 6. Total number of applications and registrations involved: 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00 Authorized to be charged to deposit account 8. Payment Information: 19/11/2016 KHGUYEN1 00000008 2927830 Deposit Account Number Authorized User Name 10/06/2016 Date

> Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Signature

Anthony King

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT is entered into this 19th day of September, 2016, by and between LawnAmerica, Inc., located at 5129 South 110th E. Ave., Tulsa, OK 74146, an Oklahoma corporation ("Assignor") and the Family Blankat, LLC, located at 8585 E. Warren Ave., Denver, CO 80231 ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (b) Assignor's corporate name and all fictitious trade names, trademarks, service marks, trade dress, logos, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (d) all mask works and all applications, registrations, and renewals in connection therewith; (e) all trade secrets and confidential information, including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, client account and supplier lists, pricing and cost information, and business and marketing plans and proposals); (f) all Software (including data and related documentation); (g) all registered domain names, website content, website related software, and all other Internet related tools and applications; (h) all other proprietary rights; and (i) all copies and tangible embodiments thereof (in whatever form or medium), including but not limited to those described on the list attached hereto as Exhibit A ("Intellectual Property"); and

WHEREAS, Assignor has agreed to transfer the Intellectual Property to Assignee in exchange for good and valuable consideration to be paid to Assignor pursuant to the terms of the Asset Purchase Agreement between Assignor and Assignee dated on even date herewith (the "Agreement"), the terms of which are incorporated herein by reference.

NOW THEREFORE, for good and valuable consideration, the sufficient of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Assignor does hereby sell, assign and transfer unto Assignee all of its right, title and interest, including all goodwill associated therewith, in and to the Intellectual Property.
- 2. Assignor irrevocably constitutes and appoints Assignee, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or in its own name, from time to time in the discretion of Assignee or its designees, for the purpose of carrying out the terms of this Assignment, to take any and all appropriate actions and

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to execute any and all documents and instruments which may be necessary or desirable to accomplish the power and right, on behalf of Assignor to do the following:

- (a) to institute and prosecute any and all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any of the Assets, to defend or compromise any and all actions, suits or proceedings in respect of any of the Assets, and to do such acts and things in relation thereto as Assignee shall deem advisable; and
- (b) to do, execute, acknowledge and deliver all acts, deeds, conveyances, transfers, documents and assurances necessary or proper for the purpose of carrying out the terms of this Assignment.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF COLORADO (EXCLUSIVE OF THE CONFLICT OF LAWS PROVISION THEREOF).

IN WITNESS WHEREOF, the parties have duly executed this Assignment this day of September, 2016.

ASSIGNOR:

LawnAmerica, Inc., an Oklahoma corporation

Bradley a. Johnson, Presider

ASSIGNEE:

Family Blankat, LLC, a Colorado limited liability company

By:

Thomas R. Tolkacz, Manage

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EXHIBIT A - DESCRIPTION OF INTELLECTUAL PROPERTY

1. <u>Trademarks:</u>

a. "LawnAmerica" Trademark - PTO Registration No. 2,927,830

[List Others]

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RECORDED: 10/31/2016