

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Restoration Services, Inc.		09/04/2014	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Universal Restoration Services, LLC		
Street Address:	390 Holbrook Drive		
City:	Wheeling		
State/Country:	ILLINOIS		
Postal Code:	60090		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3358567	UNIVERSAL RESTORATION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	6179513927		
<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:	617-951-2500		
Email:	docket@c-m.com,merisa@c-m.com		
Correspondent Name:	Cesari and McKenna, LLP		
Address Line 1:	88 Black Falcon Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Michael Reinemann		
SIGNATURE:	/Michael Reinemann/		
DATE SIGNED:	01/12/2018		
Total Attachments: 9			
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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Instrument"), dated as of September 5, 2014, is made and delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Universal Restoration Services, LLC, a Delaware limited liability company ("Buyer"), Universal Restoration Services, Inc., an Illinois corporation ("URS"), Universal Restoration Management Services, Inc., an Illinois corporation ("UM"), Universal Commercial, L.L.C., an Illinois limited liability company d/b/a Universal Restoration Services Commercial, L.L.C. ("UC"), Universal Restoration Services of Louisiana, L.L.C., an Illinois limited liability company ("URS-LA"), Universal Restoration Services of Madison, L.L.C., an Illinois limited liability company ("URS Madison"), Universal Restoration Services of Rockford, L.L.C., an Illinois limited liability company ("URS Rockford"), Universal Restoration Services of Wisconsin, LLC, a Delaware limited liability company ("URS-WI"), Universal Restoration Services of Indiana, LLC, an Indiana limited liability company ("URS-IN"), Universal Restoration Services of Florida, LLC, a Florida limited liability company ("URS-FL"), Exterior Solutions, Inc., an Illinois corporation ("Exterior"), and Universal Restoration Services Southeast, Inc., a Georgia corporation ("URS-SE," collectively with URS, UM, UC, URS-LA, URS Madison, URS-WI, URS-FL, Exterior and URS-IN, "Sellers" and each a "Seller"), and Dan O'Brien, Steven Goldstein, Philip Goldstein and Judith Goldstein (each a "Principal" and collectively, the "Principals"). Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Purchase Agreement.

NOW THEREFORE, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth therein, Buyer, Sellers and the Principals each hereby agree as follows:

BILL OF SALE

For good and valuable consideration to the Sellers in hand paid, in accordance with the provisions of the Purchase Agreement, the Sellers do hereby sell, convey, transfer, assign and deliver to Buyer all of its right, title and interest, respectively, in and to the Purchased Assets as more fully described in the Purchase Agreement, to have and to hold, unto Buyer, its successors and assigns forever.

The sale, transfer, conveyance, assignment and delivery of the Purchased Assets made hereunder are made in accordance with and subject to the representations, warranties, covenants and provisions contained in the Purchase Agreement.

In accordance with Sections 6.4 (Further Transfers; Transition Assistance) of the Purchase Agreement, the Sellers and the Principals shall execute and deliver all documents and take any other action which it is reasonably requested to execute or take to further effectuate the transactions contemplated by this Instrument.

Notwithstanding the foregoing, the Sellers will retain and not transfer, and Buyer will not purchase or acquire, the Excluded Assets.

ASSIGNMENT AND ASSUMPTION AGREEMENT

Buyer acknowledges due receipt of this Instrument and from and after the Closing Date, Buyer will assume the Assumed Liabilities in accordance with and subject to the representations, warranties, covenants and provisions contained in the Purchase Agreement.

Buyer will not be obligated or become liable for the Excluded Liabilities.

This Instrument may be executed in one or more counterparts and all such counterparts taken together shall constitute one and the same Instrument.

To the extent that any provisions of this Instrument is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale, Assignment and Assumption Agreement as of the date first written above.

BUYER:

Universal Restoration Services, LLC


By 

Name: Erik W. Bloom

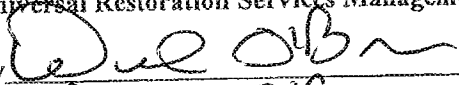
Title: Vice Chairman

SELLERS:

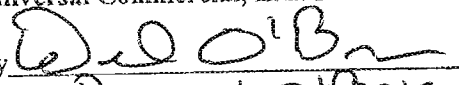
Universal Restoration Services, Inc.

By 
Name: DAVID O'BRIEN
Title: VP

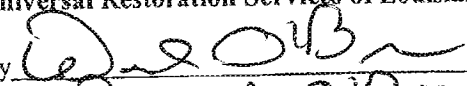
Universal Restoration Services Management, Inc.

By 
Name: DAVID O'BRIEN
Title: VP

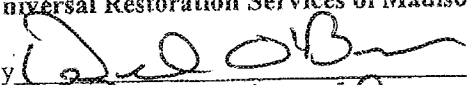
Universal Commercial, L.L.C.

By 
Name: DAVID O'BRIEN
Title: VP

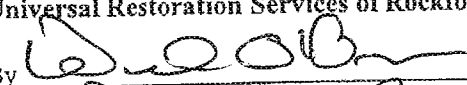
Universal Restoration Services of Louisiana, L.L.C.

By 
Name: DAVID O'BRIEN
Title: VP

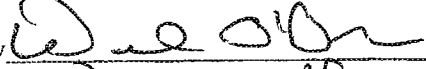
Universal Restoration Services of Madison, L.L.C.

By 
Name: DAVID O'BRIEN
Title: VP

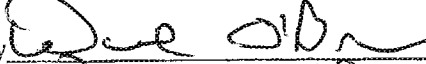
Universal Restoration Services of Rockford, L.L.C.

By 
Name: DAVID O'BRIEN
Title: VP


Universal Restoration Services of Wisconsin,
LLC

By 
Name: Daniel O'Brien
Title: VP

Universal Restoration Services of Indiana, LLC

By 
Name: Daniel O'Brien
Title: VP

Universal Restoration Services Southeast, Inc.

By 
Name: Daniel O'Brien
Title: VP

Signature Page to Bill of Sale


Universal Restoration Services of Florida, LLC

By David Olson
Name David Olson
Its UP

Signature Page to Bill of Sale

TRADEMARK
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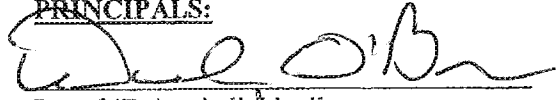
Exterior Solutions, Inc.

By 
Name Daniel S. O'Brien
Its VP

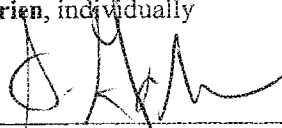
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PRINCIPALS:



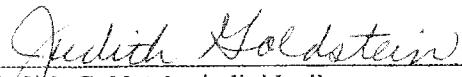
Dan O'Brien, individually



Steven Goldstein, individually



Philip Goldstein, individually



Judith Goldstein, individually

INTELLECTUAL PROPERTY SCHEDULE

Registered Trademarks

1. U.S. Reg. No. 3260652 on UNIVERSAL RESTORATION SERVICES, registered July 10, 2007, to Universal Restoration Services, Inc.
2. U.S. Reg. No. 3358567 on UNIVERSAL RESTORATION SERVICES, registered December 25, 2007, to Universal Restoration Services, Inc.

REDACTED