

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	03/25/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Protect Painters International, LLC		03/18/2016	Limited Liability Company: MICHIGAN

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Five Star Painting, LLC	03/18/2016	Limited Liability Company: DELAWARE

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	Five Star Painting, LLC
Street Address:	1010 N. University Parks Drive
City:	Waco
State/Country:	TEXAS
Postal Code:	76707
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2072765	PROTECT PAINTERS
Registration Number:	3876198	PROTECT PAINTERS
Registration Number:	3876200	PROTECT PAINTERS
Registration Number:	3876595	PROTECT PAINTERS

CORRESPONDENCE DATA

Fax Number: 4048156555

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: 404-815-6500

Email: tmadmin@kilpatricktownsend.com

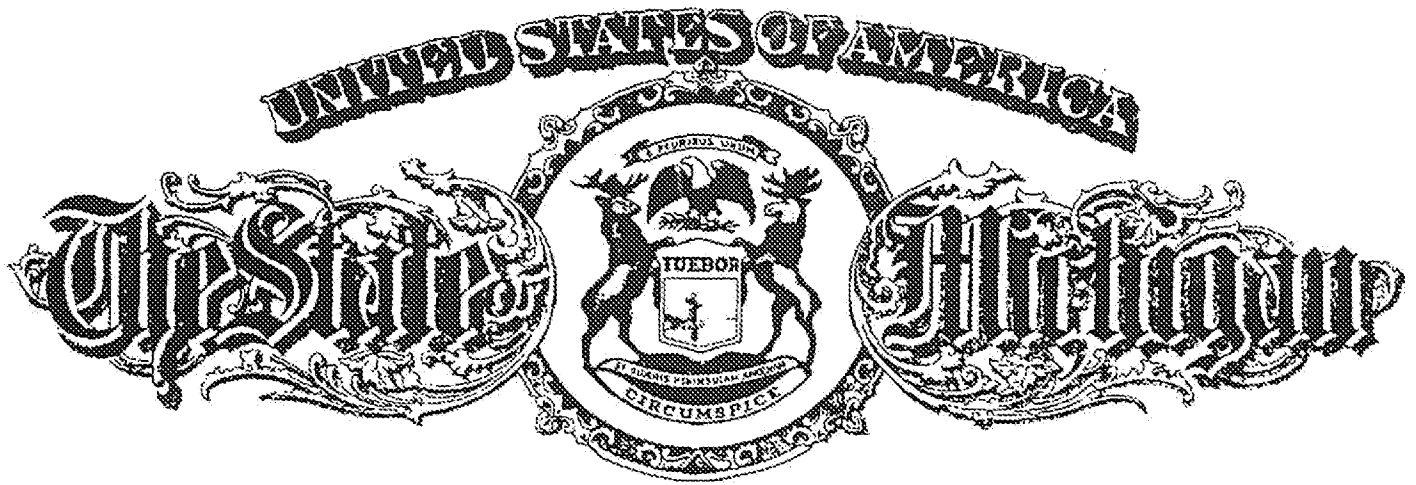
Correspondent Name: William M. Bryner

Address Line 1: 1001 West Fourth Street

Address Line 2: Kilpatrick Townsend & Stockton LLP

Address Line 4: Winston-Salem, NORTH CAROLINA 27101-2400

NAME OF SUBMITTER:	Zaneta M. Robinson, NC Bar
SIGNATURE:	/Zaneta M. Robinson/
DATE SIGNED:	05/18/2018
Total Attachments: 15 source=Certificate of Merger from State of Michigan PTP#page1.tif source=Certificate of Merger from State of Michigan PTP#page2.tif source=Certificate of Merger from State of Michigan PTP#page3.tif source=Dwyer _ Protect Painters Int_I _ Joint Consent (Merger with FSP)#page1.tif source=Dwyer _ Protect Painters Int_I _ Joint Consent (Merger with FSP)#page2.tif source=Dwyer _ Protect Painters Int_I _ Joint Consent (Merger with FSP)#page3.tif source=Dwyer _ Protect Painters Int_I _ Joint Consent (Merger with FSP)#page4.tif source=Dwyer _ FSP _ Member Consent (Merger with Protect Painters)#page1.tif source=Dwyer _ FSP _ Member Consent (Merger with Protect Painters)#page2.tif source=Dwyer _ FSP _ Member Consent (Merger with Protect Painters)#page3.tif source=Dwyer _ FSP _ Member Consent (Merger with Protect Painters)#page4.tif source=Dwyer _ Protect Painters-FSP _ Agreement and Plan of Merger#page1.tif source=Dwyer _ Protect Painters-FSP _ Agreement and Plan of Merger#page2.tif source=Dwyer _ Protect Painters-FSP _ Agreement and Plan of Merger#page3.tif source=Dwyer _ Protect Painters-FSP _ Agreement and Plan of Merger#page4.tif	

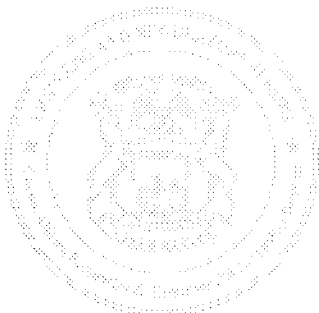


Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 24th day of March, 2016

Julia Dale

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

(FOR BUREAU USE ONLY)

MAR 24 2016

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED

MAR 24 2016

BY ADMINISTRATOR
CORPORATIONS DIVISION

Name CSC-Lawyers Incorporating Service (Company)		
Address 601 Abbot Road		
City East Lansing, MI 48823	State	ZIP Code

EFFECTIVE DATE: 3-25-16

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

CERTIFICATE OF MERGER

For use by Limited Liability Companies

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Certificate of Merger:

1. The name of each constituent limited liability company and their identification numbers are:

Protect Painters International, LLC (a Michigan limited liability company)

E16922

2. The name of the surviving limited liability company and its identification number is:

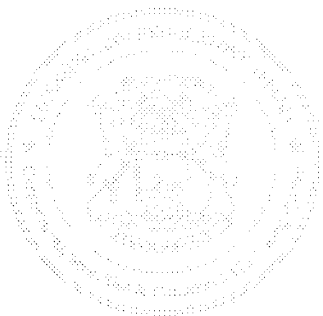
Five Star Painting, LLC (a Delaware limited liability company)

N/A

3. Check one of the following:

There are no changes to be made to the Articles of Organization of the surviving limited liability company.

The amendments to the Articles, or a restatement of the Articles, of the surviving limited liability company to be affected by the merger are as follows:



0000213080 CCF

4. Other provisions with respect to the merger are as follows:

5. Complete only if an effective date is desired other than the date of filing. This date must be no more than 90 days after receipt of this document in this office.
The merger shall be effective on the 25th day of March, 2016.

6. The Plan of Merger was approved by the members of each constituent limited liability company in accordance with section 702(1).

7. The merger is permitted by the law of the jurisdiction under whose law each foreign constituent company is organized and each foreign constituent company has complied with that law in effecting the merger.

8. The assumed names being transferred to continue for the remaining effective period of the Certificate of Assumed Name on file prior to the merger are:

Assumed name	LLC transferred from	Expiration date
N/A		

9. Nonsurvivor name as new assumed names under which business is to be conducted are:

N/A

This Certificate is hereby signed as required by Section 103 of the Act.

Signed this 18th day of March, 2016
Five Star Painting, LLC
(Name of Limited Liability Company)
By [Signature]
(Signature of Member, Manager or Authorized Agent)
Jon Shell, Treasurer
(Type or Print Name and capacity)

Signed this 18th day of March, 2016
Protect Painters International, LLC
(Name of Limited Liability Company)
By [Signature]
(Signature of Member, Manager or Authorized Agent)
Mary C. Liston, President
(Type or Print Name and capacity)

**JOINT ACTION BY WRITTEN CONSENT
OF THE SOLE MEMBER
AND MANAGER OF
PROTECT PAINTERS INTERNATIONAL, LLC**

Pursuant to the provisions of the Michigan Limited Liability Company Act, as amended (the “Act”), the undersigned, being the sole member (the “Member”) and manager (the “Manager”) of Protect Painters International, LLC, a Michigan limited liability company (the “Company”), hereby adopts the following resolutions by written consent in lieu of a meeting, effective as of the 18th day of March, 2016:

MERGER

WHEREAS, the Member owns all of the outstanding membership interests of the Company; and

WHEREAS, the Member and Manger desire to approve the merger of the Company with and into Five Star Painting, LLC, a Delaware limited liability company (“Five Star”), pursuant to the Act by entering into an Agreement and Plan of Merger, substantially in the form attached hereto as Exhibit A (the “Merger Agreement”), pursuant to which the Company shall be merged with and into Five Star (the “Merger”), with Five Star as the surviving entity of the Merger.

NOW, THEREFORE, BE IT RESOLVED, that the Merger, and the form, terms, and provisions of the Merger Agreement, be, and they hereby are, ratified, approved and adopted in all respects.

FURTHER RESOLVED, that any officer of the Company is authorized in the name and on behalf of the Company to execute and deliver the Merger Agreement, with such changes thereto from the form approved hereby as such officer executing the same may deem necessary or advisable, the execution and filing or delivery thereof to conclusively evidence approval by such officer.

FURTHER RESOLVED, that any and all prior lawful actions taken by the officers of the Company in connection with the matters or transactions authorized by the foregoing resolutions are hereby confirmed, ratified, adopted and approved.

FURTHER RESOLVED, that each officer of the Company is hereby authorized and directed to execute and deliver any and all other documents, certificates, instruments, and agreements required or contemplated in connection with the Merger and any and all other documents, certificates, instruments and agreements deemed necessary or appropriate in connection therewith, and to take all actions deemed necessary or appropriate to cause the Company’s obligations thereunder to be performed.

FURTHER RESOLVED, that the officers of the Company be, and each hereby is, authorized and directed to make, execute and acknowledge, for and on behalf of the Company, a Certificate of Merger for the purpose of effecting the Merger and to file the same in the office of the Secretary of State of the State of Michigan, and to do all other acts and things that may be necessary to carry out and effectuate the purpose and intent of the resolutions relating to the Merger.

GENERAL AUTHORIZATION

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized in the name and on behalf of the Company to take all other lawful actions that they may deem necessary or advisable in order to consummate the transactions contemplated by, and otherwise to effect the intent of, the foregoing resolutions, and that all such lawful actions heretofore so taken be, and they hereby are, in all respects, ratified, confirmed and approved.

This consent may be executed and delivered in counterparts by facsimile or other electronic means, all of which when taken together will constitute one and the same document.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this consent to be effective as of date first written above.

MEMBER:

DWYER FRANCHISING, LLC

By: 
Name: Jon Shell
Title: Chief Financial Officer

MANAGER:

DWYER FRANCHISING, LLC

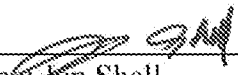
By: 
Name: Jon Shell
Title: Chief Financial Officer

EXHIBIT A
MERGER AGREEMENT

[See attached.]

**ACTION BY WRITTEN CONSENT
OF THE SOLE MEMBER OF
FIVE STAR PAINTING, LLC**

Pursuant to the provisions of the Delaware Limited Liability Company Act, as amended (the “Act”), the undersigned, being the sole member (the “Member”) of Five Star Painting, LLC, a Delaware limited liability company (the “Company”), hereby adopts the following resolutions by written consent in lieu of a meeting, effective as of the 18th day of March, 2016:

MERGER

WHEREAS, the Member owns all of the outstanding membership interests of the Company;

WHEREAS, the business and affairs of the Company are managed by the Member; and

WHEREAS, the Member desires to approve the merger of Protect Painters International, LLC, a Michigan limited liability company (“Protect Painters”), with and into the Company pursuant to the Act by entering into an Agreement and Plan of Merger, substantially in the form attached hereto as Exhibit A (the “Merger Agreement”), pursuant to which Protect Painters shall be merged with and into the Company (the “Merger”), with the Company as the surviving entity of the Merger.

NOW, THEREFORE, BE IT RESOLVED, that the Merger, and the form, terms, and provisions of the Merger Agreement, be, and they hereby are, ratified, approved and adopted in all respects.

FURTHER RESOLVED, that any officer of the Company is authorized in the name and on behalf of the Company to execute and deliver the Merger Agreement, with such changes thereto from the form approved hereby as such officer executing the same may deem necessary or advisable, the execution and filing or delivery thereof to conclusively evidence approval by such officer.

FURTHER RESOLVED, that any and all prior lawful actions taken by the officers of the Company in connection with the matters or transactions authorized by the foregoing resolutions are hereby confirmed, ratified, adopted and approved.

FURTHER RESOLVED, that each officer of the Company is hereby authorized and directed to execute and deliver any and all other documents, certificates, instruments, and agreements required or contemplated in connection with the Merger and any and all other documents, certificates, instruments and agreements deemed necessary or appropriate in connection therewith, and to take all actions deemed necessary or appropriate to cause the Company’s obligations thereunder to be performed.

FURTHER RESOLVED, that the officers of the Company be, and each hereby is, authorized and directed to make, execute and acknowledge, for and on behalf of the Company, a Certificate of Merger for the purpose of effecting the Merger and to file the same in the office of the Secretary of State of the State of Delaware, and to do all other acts and things that may be necessary to carry out and effectuate the purpose and intent of the resolutions relating to the Merger.

GENERAL AUTHORIZATION

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized in the name and on behalf of the Company to take all other lawful actions that they may deem necessary or advisable in order to consummate the transactions contemplated by, and otherwise to effect the intent of, the foregoing resolutions, and that all such lawful actions heretofore so taken be, and they hereby are, in all respects, ratified, confirmed and approved.

This consent may be executed and delivered in counterparts by facsimile or other electronic means, all of which when taken together will constitute one and the same document.

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IN WITNESS WHEREOF, the undersigned has executed this consent to be effective as of date first written above.

MEMBER:

DWYER FRANCHISING, LLC

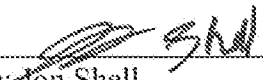
By:  _____
Name: Jon Shell
Title: Chief Financial Officer

EXHIBIT A
MERGER AGREEMENT

[See attached.]

**AGREEMENT AND PLAN OF MERGER
OF
PROTECT PAINTERS INTERNATIONAL, LLC
a Michigan limited liability company**

INTO

**FIVE STAR PAINTING, LLC
a Delaware limited liability company**

This **AGREEMENT AND PLAN OF MERGER** (this “**Agreement**”), dated as of the 18th day of March, 2016, is entered into by and between Five Star Painting, LLC, a Delaware limited liability company (the “**Surviving Company**”), and Protect Painters International, LLC, a Michigan limited liability company (the “**Non-Surviving Company**”). The Surviving Company and the Non-Surviving Company are collectively referred to herein as the “**Constituent Companies**.”

RECITALS

A. The Non-Surviving Company is formed and existing under the Michigan Limited Liability Company Act, as amended (the “**Michigan Act**”).

B. The Surviving Company is formed and existing under the Delaware Limited Liability Company Act, as amended (together with the Michigan Act, the “**Laws**”).

C. The Surviving Company and the Non-Surviving Company are each wholly-owned by the same sole member who believes that it is in the best interests of the Constituent Companies that the Non-Surviving Company be merged with and into the Surviving Company, with the Surviving Company continuing as the surviving company, in accordance with the applicable provisions of the Laws and on the terms and subject to the conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Constituent Companies agree that the Non-Surviving Company shall be merged with and into the Surviving Company and that the terms and conditions of the merger, the mode of carrying the merger into effect and certain other provisions relating thereto shall be as follows:

Section 1. The Merger. Subject to the terms and conditions of this Agreement, and in accordance with the Laws, at the Effective Time (as hereinafter defined), the Non-Surviving Company shall be merged with and into the Surviving Company (the “**Merger**”). At the Effective Time, the separate existence of the Non-Surviving Company shall thereupon cease and, except as otherwise set forth herein, all of the rights, privileges, powers, immunities, franchises, properties and assets of the Non-Surviving Company shall be vested in the Surviving Company in accordance with the provisions of the Laws. Five Star Painting, LLC, a Delaware limited liability company, shall be the surviving company in the Merger with the legal name

“Five Star Painting, LLC,” and shall continue its limited liability company existence under the laws of the State of Delaware. The Merger shall have the effects specified herein and in the Laws.

Section 2. Effective Time. The effective time of the Merger (the “**Effective Time**”) shall be 11:59 p.m. on March 25, 2016.

Section 3. Certificate of Formation and Operating Agreement. As of the Effective Time, (a) the Certificate of Formation of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the Certificate of Formation of the Surviving Company until thereafter duly altered, amended or repealed in accordance with the provisions thereof and the Delaware Act; and (b) the Operating Agreement of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the Operating Agreement of the Surviving Company until thereafter duly altered, amended or repealed in accordance with the provisions thereof and the Delaware Act.

Section 4. Management. Following the Effective Time, the officers of the Surviving Company shall be and continue as the officers of the Surviving Company, each to serve and to hold such position in accordance with the Certificate of Formation and the Operating Agreement of the Surviving Company.

Section 5. Limited Liability Company Interests.

(a) Each limited liability company interest of the Non-Surviving Company issued and outstanding immediately prior to the Effective Time shall be cancelled, and no securities of the Surviving Company or any other company, or any money or property, shall be issued or transferred in exchange therefor.

(b) Each limited liability company interest of the Surviving Company issued and outstanding immediately prior to the Effective Time shall remain outstanding as a limited liability interest of the Surviving Company, and no other securities of the Surviving Company or any other company, or any money or property, shall be issued or transferred in exchange therefor.

Section 6. Subsequent Actions. If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any deeds, bills of sale, assignments or other actions or things are necessary or desirable to vest, perfect or confirm in the Surviving Company its right, title or interest in and to any of the rights, properties or assets of the Non-Surviving Company as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the Non-Surviving Company and its members shall be deemed to have granted to the officers of the Surviving Company an irrevocable power of attorney to execute and deliver, in the name and on behalf of the Non-Surviving Company, all such deeds, bills of sale and assignments and to take and do, in the name and on behalf of the Non-Surviving Company, all of such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in and to such rights, properties or assets of the Surviving Company or otherwise to carry out this Agreement, and the officers of the Surviving Company

are hereby fully authorized in the name of the Non-Surviving Company or otherwise to take any and all such action.

Section 7. Amendment. Subject to the applicable provisions of the Laws, this Agreement may be modified or amended at any time prior to the Effective Time by a written agreement executed and delivered by duly authorized officers of each of the Constituent Companies.

Section 8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

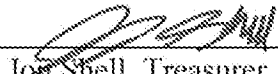
Section 9. Miscellaneous. This Agreement constitutes the entire agreement, and supersedes all other representations, warranties, agreements and understandings, both written and oral, between the Constituent Companies with respect to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the Constituent Companies hereto and their respective successors and assigns, and is not intended to create any obligations to, or rights in respect of, any persons other than the Constituent Companies hereto and their respective successors and assigns. The covenants and agreements of the Constituent Companies contained in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement may be executed and delivered in the original, by facsimile or by any generally accepted electronic means (including transmission of a pdf file containing an executed signature page) in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of each of the Constituent Companies as of the date first written above.

SURVIVING COMPANY:

FIVE STAR PAINTING, LLC,
a Delaware limited liability company

By: 
Jon Shell, Treasurer

NON-SURVIVING COMPANY:

PROTECT PAINTERS INTERNATIONAL, LLC,
a Michigan limited liability company

By: 
Mary C. Liston, President

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]