

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mosquito Hunters, Inc.		05/03/2018	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	MH Franchising, L.L.C.		
Street Address:	751-C Kenmoor Ave, SE		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49546		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5016883	MOSQUITO HUNTERS	
Registration Number:	4843837	MOSQUITO HUNTERS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	734-418-4212		
Email:	asujek@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	Honigman Miller Schwartz and Cohn LLP		
Address Line 2:	39400 Woodward Ave, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	05/09/2018		
Total Attachments: 6			
source=Mosquito Hunters - Trademark Assignment Agreement(EX)(27454467_1)#page1.tif			
source=Mosquito Hunters - Trademark Assignment Agreement(EX)(27454467_1)#page2.tif			
source=Mosquito Hunters - Trademark Assignment Agreement(EX)(27454467_1)#page3.tif			
source=Mosquito Hunters - Trademark Assignment Agreement(EX)(27454467_1)#page4.tif			

CH \$65.00 5016883

source=Mosquito Hunters - Trademark Assignment Agreement(EX)(27454467_1)#page5.tif

source=Mosquito Hunters - Trademark Assignment Agreement(EX)(27454467_1)#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made this 3rd day of May 2018, by and between Mosquito Hunters, Inc., a Michigan corporation ("Assignor"), and MH Franchising, L.L.C., a Michigan limited liability company ("Assignee").

RECITALS

A. Each of Assignor and Assignee is wholly owned by Andrew Fuller ("Fuller").

B. Assignor owns and has directly or through a predecessor used each of the trademarks set forth on Exhibit A attached hereto (the "Trademarks") in connection with the operation of a franchise system known as "Mosquito Hunters" (the "Franchise System") since at least as early as November 13, 2013 throughout the United States, and has continuously use and is currently using the Trademarks throughout the United States.

C. Immediately following the execution of this Agreement, Fuller will, and will cause Assignee to, enter into an Asset Purchase Agreement (the "Purchase Agreement") with Mosquito Hunters LLC, a Delaware limited liability company ("Buyer"), pursuant to which, among other things, Buyer will acquire from Assignee substantially all of the assets used or held for use in the operation of the Franchise System, including each of the Trademarks.

D. The conveyance, transfer and assignment to Assignee of all of Assignor's right, title and interest in and to the Trademarks, as well as all of the goodwill associated therewith, is a condition precedent to the consummation of the transactions contemplated by the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance, Assignment and Transfer. Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the Trademarks, together with all of the goodwill associated with and symbolized by the use of the Trademarks, and including (a) all corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect; (b) all documentation, records and tangible embodiments relating to the Trademarks, including documentation evidencing continuous use of the Trademarks; (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to the foregoing; and (d) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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, violation, breach, or default.

2. Delivery Free of Encumbrances. Assignor shall deliver good title to the Trademarks free and clear of all liens, claims, demands, charges, options, equity interests, pledges, security interests, licenses and other encumbrances (“Encumbrances”).

3. Assignor’s Representations and Warranties. As of the date of this Agreement, Assignor represents and warrants to Assignee that its statements contained in this Section 3 are true and correct, and acknowledges and confirms that Assignee is relying on these representations and warranties in entering into this Agreement:

(a) Organization and Standing. Assignor is a corporation duly organized, validly existing, and in good standing under the laws of the State of Michigan, and Assignor has all requisite power and authority (corporate and otherwise) to execute and perform under this Agreement, and that this Agreement constitutes a legal, valid and binding obligation of Assignor.

(b) Assignor exclusively owns all right, title, and interest to and in the Trademarks and all of the goodwill associated with the use of the Trademarks since at least as early as November 13, 2013 and has the exclusive right to use the Trademarks throughout the United States free and clear of all Encumbrances.

(c) Assignor represents that its use of the Trademarks since November 13, 2013 has been continuous, and that it has never ceased use of the Trademarks or otherwise abandoned its rights in the Trademarks.

(d) All rights in the Trademarks are freely assignable by the Assignor.

(e) To Assignor’s knowledge, Assignor has not received notice from any person or entity alleging such interference, infringement or misappropriation or any demand with respect to the Trademarks.

4. Interest in Trademarks. After the transactions contemplated herein, Assignor shall retain no interest whatsoever in the Trademarks. Assignor shall not attack the validity of the Trademarks or Assignee’s right, title and interest in the Trademarks or seek to oppose or cancel the Trademarks or any subsequent applications or registration nor assist others in doing so.

5. Transfer Taxes. Assignee shall pay all transfer fees and applicable sales taxes, if any, arising under or on account of the conveyance, assignment and transfer of the Trademarks as contemplated by this Agreement.

6. Further Assurances. After the execution of this Agreement, Assignor shall at the request of Assignee, execute and deliver such additional conveyances, transfers, documents, instruments, assignments, applications, certifications, papers, and other assurances that Assignee requests as necessary, appropriate, convenient, useful, or

desirable to effectively carry out the intent of this Agreement and to convey, assign and transfer the Trademarks to Assignee.

7. Indemnification.

(a) Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall continue in full force and effect following the date hereof.

(b) Assignor shall defend, indemnify, and hold harmless Assignee, Assignee's affiliates, and their respective shareholders, directors, officers, and employees from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers arising out of or in connection with any third-party claim, suit, action, or proceeding related to (i) any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Assignor contained in this Agreement or any document to be delivered hereunder.

8. Integration. This Agreement, including any exhibits attached hereto, shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement may not be released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing signed by each of the parties hereto and Buyer or their duly authorized officers or representatives, successors or assigns. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provisions nor in any way to affect the validity of this Agreement or any part hereof or the rights of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

9. Choice of Law. This Agreement shall be construed and the rights of the parties hereunder shall be governed by the laws of the State of Delaware.

10. Notices. All notices or other documents under this Agreement shall be in writing and delivered personally; mailed by certified mail, return receipt requested, postage prepaid; or by facsimile transmission to the parties at their last known addresses.

11. Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

12. Injunctive Relief; Specific Performance. Each party hereby consents to the granting of injunctive relief by any court of competent jurisdiction to compel performance of such party's obligations and to the granting by any court of the remedy of specific performance of its obligations hereunder, without bond or other security being required, this being in addition to any other remedy to which they are entitled at law or in equity.

13. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement. This

Agreement shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be delivered by facsimile or other electronic means, which delivery shall be binding upon the party so delivering.

14. Third Party Beneficiaries. Each of Buyer and its successors and assigns (the “Third-Party Beneficiaries”) is a third-party beneficiary of this Agreement and, as such, (i) the Third Party Beneficiaries shall be entitled to enforce the terms hereof, and (ii) all of Assignee’s rights under this Agreement shall inure to the benefit of the Third-Party Beneficiaries. Except for the Third-Party Beneficiaries, the terms of this Agreement are intended solely for the benefit of the parties hereto and are not intended to inure, and will not inure, to the benefit of any other person.

15. Severability. If any provision of this Agreement or portion of this Agreement is found to be wholly or partially invalid, illegal or unenforceable in any judicial proceeding, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated in this Agreement as so modified or restricted, or as if such provision had not been originally incorporated in this Agreement, as the case may be.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first above written.

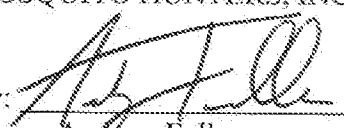
ASSIGNEE:

MH FRANCHISING, L.L.C.


By: 
Name: Andrew Fuller
Its: Sole Member

ASSIGNOR:

MOSQUITO HUNTERS, INC.

By: 
Name: Andrew Fuller
Its: President

**EXHIBIT A
TRADEMARKS**

Country/Jurisdiction	Mark/Name/AN/RN	Status/Key Dates	Brief Goods/Services	Owner Information
United States (Federal)	MOSQUITO HUNTERS RN: 4843837 SN: 86337285	Registered November 3, 2015 Int'l Class: 37 First Use: November 13, 2013 Filed: July 15, 2014 Registered: November 3, 2015	(Int'l Class: 37) pest control	Mosquito Hunters, Inc. (MICHIGAN CORP.) Suite 220 300 Ottawa, Nw Grand Rapids, Michigan 49503 United States of America
United States (Federal)	 MOSQUITO HUNTERS and Design RN: 5016883 SN: 86844842	Registered August 9, 2016 Int'l Class: 37 First Use: November 13, 2013 Filed: December 10, 2015 Registered: August 9, 2016	(Int'l Class: 37) pest control and extermination services, other than for agricultural, horticultural and forestry purposes; pest control for commercial buildings; pest control for residential homes; pest control services, other than for agriculture, horticulture and forestry	Mosquito Hunters Inc (ILLINOIS CORP.) 300 Ottawa, Nw, Suite 220 Grand Rapids, Michigan 49503 United States of America