

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473629

<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>
MH Franchising, L.L.C.		05/03/2018	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mosquito Hunters LLC		
<b>Street Address:</b>	c/o LD Parent, Inc.		
<b>Internal Address:</b>	142 State Route 34		
<b>City:</b>	Holmdel		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07733		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4843837	MOSQUITO HUNTERS	
<b>Registration Number:</b>	5016883	MOSQUITO HUNTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	734-418-4212		
<b>Email:</b>	asujek@honigman.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek		
<b>Address Line 1:</b>	Honigman Miller Schwartz and Cohn LLP		
<b>Address Line 2:</b>	39400 Woodward Ave, Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>SIGNATURE:</b>	/angela alvarez sujek/		
<b>DATE SIGNED:</b>	05/11/2018		
<b>Total Attachments: 5</b>			
source=Mosquito Hunters - Intellectual Property Assignment Agreement(EX)(27454466_1)#page1.tif			
source=Mosquito Hunters - Intellectual Property Assignment Agreement(EX)(27454466_1)#page2.tif			

CH \$65.00 4843837

source=Mosquito Hunters - Intellectual Property Assignment Agreement(EX)(27454466\_1)#page3.tif  
source=Mosquito Hunters - Intellectual Property Assignment Agreement(EX)(27454466\_1)#page4.tif  
source=Mosquito Hunters - Intellectual Property Assignment Agreement(EX)(27454466\_1)#page5.tif

**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is effective as of May 3, 2018 between MH Franchising, L.L.C., a Michigan limited liability company ("Assignor"), and Mosquito Hunters LLC, a Delaware limited liability company ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties". Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Purchase Agreement (as defined below).

**RECITALS**

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), whereby Assignor has agreed to sell the Purchased Assets to Assignee and Assignee has agreed to acquire the Purchased Assets, on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, this Assignment is being delivered pursuant to the terms of the Purchase Agreement.

**AGREEMENT**

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Purchase Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Marks. On the terms and subject to the conditions set forth in the Purchase Agreement, Assignor hereby irrevocably sells, assigns, conveys, grants and transfers 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, service marks, trade dress, trade names that are used in connection with or included in the Purchased Assets (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, and any applications, registrations, renewals and extensions thereof for the Marks, including the Marks set forth on Exhibit A attached hereto, and all other 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.

2. Copyrights. On the terms and subject to the conditions set forth in the Purchase Agreement, Assignor hereby irrevocably sells, assigns, conveys, grants and transfers 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 copyrights that are used in connection with or included in the Purchased Assets (the "Copyrights"), together with all of the goodwill associated with and symbolized by the Copyrights, and any applications, registrations, renewals and extensions thereof for the Copyrights, including the Copyrights set forth on Exhibit B attached hereto, and all other 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.

3. Rights. The foregoing assignments include all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks or Copyrights, or assist any third party in any of the foregoing.

4. Further Assurances. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure and perfect the rights and interests of Assignee in and to the Marks and Copyrights assigned herein.

5. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by Assignor without the prior written consent of Assignee.

6. Conflict With Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Purchase Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. Facsimile Signatures. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

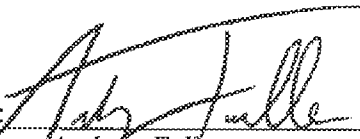
10. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

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

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

MH FRANCHISING, L.L.C.

By:   
Name: Andrew Fuller  
Title: Sole Member


ASSIGNEE:

MOSQUITO HUNTERS LLC

By:   
Name: SCOTT FERITT  
Title: CHAIRMAN

**EXHIBIT A**

**Marks**

<b>Country/Jurisdiction</b>	<b>Mark/Name /AN/RN</b>	<b>Status/Key Dates</b>	<b>Brief Goods/Services</b>	<b>Owner Information</b>
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	MH Franchising, LLC, a Michigan limited liability company of 751-C Kenmoor Ave SE, Grand Rapids, MI 49546
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	MH Franchising, LLC, a Michigan limited liability company of 751-C Kenmoor Ave SE, Grand Rapids, MI 49546

**EXHIBIT B**

**Copyrights**

<b><u>Name</u></b>	<b><u>Full Title</u></b>	<b><u>Copyright Number</u></b>	<b><u>Date</u></b>
MH Franchising, LLC	Andy the Agitator.	VA0002006972	2015
MH Franchising, LLC	Brad the Bruiser.	VA0002006911	2015
MH Franchising, LLC	Gunther the Hunter.	VA0002006976	2015
MH Franchising, LLC	Sicko Steve.	VA0002006974	2015
MH Franchising, LLC	Summer the Hunter.	VA0002006910	2015