

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484341

<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>
BFB IP, LLC		08/01/2018	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mosquito Joe IP, LLC		
<b>Street Address:</b>	2829 Guardian Lane		
<b>City:</b>	Virginia Beach		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23452		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5311462	MOJO BITES BACK	
<b>Registration Number:</b>	5311456	BEAT THE BLOODSUCKERS	
<b>Registration Number:</b>	5311448	BEAT THE BLOODSUCKERS	
<b>Registration Number:</b>	5311046	WE'RE NOT YOUR AVERAGE JOE.	
<b>Registration Number:</b>	4940408	STOP SMACKING YOURSELF IN THE FACE.	
<b>Registration Number:</b>	4940409	TIRED OF BEING THE MAIN COURSE IN YOUR O	
<b>Registration Number:</b>	4940411	HAVEN'T SEEN YOU OUTSIDE IN A WHILE.	
<b>Registration Number:</b>	4940416	PLAYTIME IS BACK.	
<b>Registration Number:</b>	4940420	GET YOUR OUTSIDE ON.	
<b>Registration Number:</b>	4940418	DID YOU MEAN TO DONATE BLOOD ON THE WAY	
<b>Registration Number:</b>	4940421	BECAUSE A YARD IS A TERRIBLE THING TO WA	
<b>Registration Number:</b>	4940422	YOUR BACKYARD, OUR BATTLEFIELD.	
<b>Registration Number:</b>	4940424	KEEP THE MOSQUITOS OFF THE GUEST LIST.	
<b>Registration Number:</b>	4940429	MOSQUITOES, TICKS AND FLEAS, JOE'S ONTO	
<b>Registration Number:</b>	4767454	SHARE THE MOJO	
<b>Registration Number:</b>	4431937	MOJO	
<b>Registration Number:</b>	4431938	OUTSIDE IS FUN AGAIN.	
<b>Registration Number:</b>	4550144	MOSQUITO JOE	
<b>Registration Number:</b>	3858271	MOSQUITO JOE	
<b>TRADEMARK</b>			

OP \$565.00 5311462

Property Type	Number	Word Mark
Registration Number:	5311441	MOJO BITES BACK
Registration Number:	3858329	MOSQUITO JOE MOSQUITO CONTROL
Registration Number:	3874960	LIFE IS GREAT OUTDOORS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 6124927216

**Email:** mbowman@fredlaw.com

**Correspondent Name:** Megan A. Bowman

**Address Line 1:** 200 South Sixth Street, Suite 4000

**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>NAME OF SUBMITTER:</b>	Megan A. Bowman
<b>SIGNATURE:</b>	/Megan A. Bowman/
<b>DATE SIGNED:</b>	08/01/2018

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment Agreement") is made and entered into effective as of August 1, 2018, by and between BFB IP, LLC, a Virginia limited liability company ("Assignor"), and Mosquito Joe IP, LLC, a Virginia limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are wholly-owned subsidiaries of Buzz Franchise Brands, LLC ("Parent"). Parent is also the sole owner of Mosquito Joe Franchising, LLC ("MoJo"). MoJo operates a network of franchises that operate independently owned locations offering pest control services ("Business") in accordance with MoJo's proprietary franchise system.

WHEREAS, Assignor is the owner of certain intellectual property related to MoJo's Business, including the trademarks set forth on Exhibit A ("MoJo IP"). For the sake of clarity, the trademarks set forth on Exhibit B, which are also owned by Assignor, are not "MoJo IP."

WHEREAS, Parent desires for Assignor to assign to Assignee all of its rights, title and interest in and to the MoJo IP. Assignor has also agreed to execute and deliver this IP Assignment Agreement for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

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

1. Assignment. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignor's right, title and interest in and to the MoJo IP, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment Agreement not been made, including the following:

- a) all (i) trademark registrations and applications set forth on Exhibit A, and (ii) trademarks underlying the trademark registrations and applications set forth on Exhibit A, together with the goodwill of the business connected with the use of, and symbolized by all of the foregoing;
- b) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- c) any and 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, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment Agreement upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives as may be reasonably necessary to effect, evidence or perfect the assignment of the MoJo IP to the Assignee.

3. Successors and Assigns. This IP Assignment Agreement will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns.

4. Counterparts. This IP Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment Agreement.

5. Severability. If any term or provision of this IP Assignment Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this IP Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Governing Law. This IP Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the State of Virginia or any other jurisdiction).

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment Agreement as of the date first written above.

Assignor:

BFB IP, LLC

By: 

Name: Kevin W. Wilson

Its: President and CEO

AGREED TO AND ACCEPTED:

Assignee:

Mosquito Joe IP, LLC

By: 

Name: Kevin W. Wilson


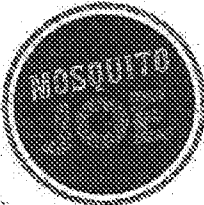
Its: President

*[Signature Page to Intellectual Property Assignment Agreement]*

EXHIBIT A

MoJo Trademark Applications and Registrations

Trademark	Serial No./ Registration No	Application Date/ Registration Date	Country
MOJO BITES BACK	App 87468203 Reg 5311462	App 30-MAY-2017 Reg 17-OCT-2017	U.S.
BEAT THE BLOODSUCKERS	App 87460465 Reg 5311456	App 23-MAY-2017 Reg 17-OCT-2017	U.S.
BEAT THE BLOODSUCKERS	App 87451473 Reg 5311448	App 16-MAY-2017 Reg 17-OCT-2017	U.S.
WE'RE NOT YOUR AVERAGE JOE.	App 87388158 Reg 5311046	App 28-MAR-2017 Reg 17-OCT-2017	U.S.
STOP SMACKING YOURSELF IN THE FACE.	App 86696265 Reg 4940408	App 17-JUL-2015 Reg 19-APR-2016	U.S.
TIRED OF BEING THE MAIN COURSE IN YOUR OWN BACK YARD?	App 86696271 Reg 4940409	App 17-JUL-2015 Reg 19-APR-2016	U.S.
HAVEN'T SEEN YOU OUTSIDE IN A WHILE.	App 86696282 Reg 4940411	App 17-JUL-2015 Reg 19-APR-2016	U.S.
PLAYTIME IS BACK.	App 86696322 Reg 4940416	App 17-JUL-2015 Reg 19-APR-2016	U.S.
GET YOUR OUTSIDE ON	App 86696356 Reg 4940420	App 17-JUL-2015 Reg 19-APR-2016	U.S.
DID YOU MEAN TO DONATE BLOOD ON THE WAY TO THE MAILBOX?	App 86696351 Reg 4940418	App 17-JUL-2015 Reg 19-APR-2016	U.S.
BECAUSE A YARD IS A TERRIBLE THING TO WASTE.	App 86696364 Reg 4940421	App 17-JUL-2015 Reg 19-APR-2016	U.S.
YOUR BACKYARD, OUR BATTLEFIELD.	App 86696369 Reg 4940422	App 17-JUL-2015 Reg 19-APR-2016	U.S.
KEEP THE MOSQUITOS OFF THE GUEST LIST.	App 86696387 Reg 4940424	App 17-JUL-2015 Reg 19-APR-2016	U.S.
MOSQUITOES, TICKS AND FLEAS, JOE'S ONTO YOU.	App 86696424 Reg 4940429	App 17-JUL-2015 Reg 19-APR-2016	U.S.
SHARE THE MOJO	App 86364910 Reg 4767454	App 13-AUG-2014 Reg 07-JUL-2015	U.S.

MOJO	App 85880745 Reg 4431937	App 20-MAR-2013 Reg 12-NOV-2013	U.S.
OUTSIDE IS FUN AGAIN.	App 85880747 Reg 4431938	App 20-MAR-2013 Reg 12-NOV-2013	U.S.
	App 85880749 Reg 4550144	App 20-MAR-2013 Reg 17-JUN-2014	U.S.
MOSQUITO JOE	App 77893952 Reg 3858271	App 15-DEC-2009 Reg 05-OCT-2010	U.S.
MOJO BITES BACK	App 87443760 Reg 5311441	App 10-MAY-2017 Reg 17-OCT-2017	U.S.
MOJO	App 1811745	App 29-NOV-2016	CANADA
SHARE THE MOJO	App 1811748	App 29-NOV-2016	CANADA
OUTSIDE IS FUN AGAIN	App 1811742	App 29-NOV-2016	CANADA
MOSQUITO JOE & DESIGN 	App 1672953	App 16-APR-2014	CANADA
MOSQUITO JOE	App 1663976 Reg TMA961486	App 14-FEB-2014 Reg 31-JAN-2017	CANADA
MOSQUITO JOE MOSQUITO CONTROL	App 77941250 Reg 3858329	App 22-FEB-2010 Reg 05-OCT-2010	U.S.
LIFE IS GREAT OUTDOORS	App 77941254 Reg 3874960	App 22-FEB-2010 Reg 09-NOV-2010	U.S.