TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM504470

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Snell Heating & Air Conditioning, LLC		01/03/2019	Limited Liability Company: VIRGINIA	

RECEIVING PARTY DATA

Name:	Horizon Services, LLC		
Street Address:	307 Ruthar Drive		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19711		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4236971	THE STAND-UP GUYS

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 202-739-5564

michelle.raynes@morganlewis.com Email:

Seth A. Rappaport **Correspondent Name:**

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 2: Attn: TMSU

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	119259.0009
NAME OF SUBMITTER:	Michelle S. Raynes
SIGNATURE:	/Michelle S. Raynes/
DATE SIGNED:	01/04/2019

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("<u>Assignment Agreement</u>") is made and entered into as of January 3, 2019 (the "<u>Effective Date</u>"), by and among Snell Heating & Air Conditioning LLC, a Virginia limited liability company ("<u>Assignor</u>"), David M. Snell, the sole member of Assignor ("<u>Member</u>") and Horizon Services (MD), LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, the Assignor is the owner of the marks set forth on Schedule I hereto (the "Marks"), and the goodwill associated with the Marks, and desires to assign all of Assignor's right, title, and interest in and to the Marks along with the associated goodwill to the Assignee; and

WHEREAS, Assignee wishes to obtain the Marks, including all of Assignor's right, title, and interest in and to the Mark and its associated goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby acquires, and accepts from Assignor, all of Assignor's right, title, and interest in, to, and under the Marks, including all goodwill associated therewith and all rights of action and remedies for past, present, and future infringements of any of the Marks, in each case, free and clear of all liens, the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives.
- 2. Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer of the Marks.
- 3. Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, as applicable, and any other applicable governmental authority, to issue or transfer the Marks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct. Assignee shall have the right to record this Assignment Agreement with all applicable government authorities so as to perfect its ownership of the Marks.
- 4. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

Assignor:

SNELL HEATING & AIR CONDITIONING LLC

Name: David M. Snell III

Title: Manager

Assignee:

HORIZON SERVICES (MD), LLC

By: ______Name:

Title:

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

Assignor:
SNELL HEATING & AIR CONDITIONING LLC
By:
Name:
Title:
w .
Assignee:
HORIZON SERVICES (MD), LLC
By: Name: David H. Geiger, III
Title: President and Secretary

[Signature Page to Trademark Assignment Agreement]

Schedule I

Marks

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TRADEMARK
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Marks

Registered Trademarks

THE STAND-UP GUYS and Design	Mark
Registered	Status
United States of America	State/ Country
85/569528	Serial No.
March 14, 2012	Filing Date
4236971	Reg. No.
November 6, Snell 2012 Heati Air Cond LLC	Reg. Date
Snell Heating & Air Conditioning LLC	Owner

TRADEMARK **REEL: 006517 FRAME: 0065**

RECORDED: 01/04/2019