

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501647

<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>
Outdoor Living Brands Intellectual Property Corporation		12/07/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mosquito Squad Franchising, LLC		
<b>Street Address:</b>	2924 Emerywood Parkway		
<b>Internal Address:</b>	Suite 101		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23294		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3885362	DREAD SKEETER	
<b>Registration Number:</b>	3864119		
<b>Registration Number:</b>	3286827	MOSQUITO SQUAD	
<b>Registration Number:</b>	3889126	NO BUGS NO BITES NO KIDDING	
<b>Registration Number:</b>	4760067	THE 5T'S	
<b>Registration Number:</b>	5553866	TOO PRECIOUS NOT TO PROTECT.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>	2124553762		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Alysha Sekhon		
<b>Address Line 1:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	004600/0318		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		

CH \$165.00 3885362

<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	12/11/2018
<b>Total Attachments: 6</b> source=Trademark Assignment Agreement (OLBIP to MS LLC) (Executed)#page1.tif source=Trademark Assignment Agreement (OLBIP to MS LLC) (Executed)#page2.tif source=Trademark Assignment Agreement (OLBIP to MS LLC) (Executed)#page3.tif source=Trademark Assignment Agreement (OLBIP to MS LLC) (Executed)#page4.tif source=Trademark Assignment Agreement (OLBIP to MS LLC) (Executed)#page5.tif source=Trademark Assignment Agreement (OLBIP to MS LLC) (Executed)#page6.tif	

**Assignment of Trademarks**

This ASSIGNMENT OF TRADEMARKS (this “Assignment”), dated as of December 7, 2018 (“Effective Date”), is entered into by and between Outdoor Living Brands Intellectual Property Corporation, a Delaware corporation (“Assignor”) and Mosquito Squad Franchising, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are collectively referred to herein as the “Parties.”

**RECITALS**

WHEREAS, Outdoor Living Brands, Inc. (“Seller”) and Villa Bidco Inc. (“Purchaser”) have entered into a Stock Purchase Agreement, dated as of November 13, 2018 (the “Purchase Agreement”), pursuant to which Seller has agreed to, and to cause the Seller Group to, sell, assign, transfer and convey to Assignee, among other things, all of Seller’s and the Seller Groups’ right, title and interest in and to those trademark registrations and applications set forth on Schedule A attached hereto; and

WHEREAS, Assignor is executing this Assignment pursuant to Section 2.3(a)(xiv) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

**Section 1.** Definitions. All capitalized terms used but not defined in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.

**Section 2.** Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee (i) all of Assignor’s right, title, and interest in, to, and under the trademark registrations and applications set forth on Schedule A, together with the goodwill associated therewith and symbolized thereby and all common-law rights related thereto, and (ii) any and all rights, claims, credits, causes of action, defenses and rights of offset or counterclaim to the extent arising from the rights in clause (i) that are available to or being pursued by Assignor against third parties (and the right to receive all monies, proceeds, settlements and recoveries in connection therewith) and have accrued or arisen prior to the Effective Date; for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

**Section 3.** Recording the Assignment. The Parties hereby authorize the relevant authorities at the United States Patent and Trademark Office and all applicable foreign agencies to record this Assignment and record Assignee as the owner of the assigned rights above. Assignor will take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Assignee may reasonably request to record and perfect Assignee’s interest in and to the assigned trademarks.

**Section 4.** Agreement Governs. Nothing contained herein shall in any way modify the Purchase Agreement.

**Section 5.** Counterparts. This Assignment may be executed in counterparts. PDF signatures shall create a valid and binding obligation of each Party.

**Section 6.** Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

**Section 7.** Further Assurances. Assignor shall take all further actions and execute all further documents as are reasonably requested by Assignee to effect and record this Assignment with all applicable authorities.

*[Signature page follows.]*

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the day and year first above written.

OUTDOOR LIVING BRANDS INTELLECTUAL  
PROPERTY CORPORATION

By:   
Name: CHRISTOPHER M. GRANDPRE  
Title: CHIEF EXECUTIVE OFFICER

MOSQUITO SQUAD FRANCHISING, LLC

By: \_\_\_\_\_  
Name: Robert Weddle  
Title: Authorized Officer

*[Signature Page to Trademark Assignment Agreement]*


TRADEMARK  
REEL: 006550 FRAME: 0935

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the day and year first above written.


OUTDOOR LIVING BRANDS INTELLECTUAL  
PROPERTY CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

MOSQUITO SQUAD FRANCHISING, LLC

By:  \_\_\_\_\_  
Name: Robert Weddle  
Title: Authorized Officer

**Schedule A**

<b>Jurisdiction</b>	<b>Registered Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
United States	Outdoor Living Brands Intellectual Property Corporation	DREAD SKEETER	3,885,362	December 7, 2010
United States	Outdoor Living Brands Intellectual Property Corporation		3,864,119	October 19, 2010
United States	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	3,286,827	August 28, 2007
United States	Outdoor Living Brands Intellectual Property Corporation	NO BUGS NO BITES NO KIDDING	3,889,126	December 14, 2010
United States	Outdoor Living Brands Intellectual Property Corporation	THE 5T'S	4,760,067	June 23, 2015
United States	Outdoor Living Brands Intellectual Property Corporation	TOO PRECIOUS NOT TO PROTECT.	5,553,866	September 4, 2018
Canada	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	TMA877,860	May 14, 2014
China	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	IR 1259223	June 18, 2015
Colombia	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	IR 1259223	June 18, 2015
Dominican Republic	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	234319	October 18, 2016
India	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	IR 1259223 (3121457)	June 18, 2015
Mexico	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	1571352	September 10, 2015

New Zealand	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	IR 1259223 (1092179)	March 6, 2018
Panama	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	251558	January 8, 2018
Philippines	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	IR 1259223	June 18, 2015 (December 18, 2018 final deadline to file a Declaration of Use)
Singapore	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	IR 1259223	June 18, 2015
South Africa	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	2015/06896	Jun 28, 2018
South Africa	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	2015/06897	June 28, 2018
Thailand	Outdoor Living Brands Intellectual Property Corporation		181112097	May 11, 2018
Thailand	Outdoor Living Brands Intellectual Property Corporation		181112086	May 11, 2018
Australia	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	IR 1259223	March 6, 2018
Australia	Outdoor Living Brands Intellectual Property Corporation	MOZZIE SQUAD	1952401	August 31, 2018
Indonesia	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	JID-2017-062051	November 24, 2017
Indonesia	Outdoor Living Brands Intellectual Property Corporation		JID-2018-023437	May 14, 2018
Kenya	Outdoor Living Brands Intellectual Property Corporation		99627	November 6, 2017
Kenya	Outdoor Living Brands Intellectual Property Corporation	MOSQUITO SQUAD	IR 1259223	April 6, 2017
Kenya	Outdoor Living Brands Intellectual Property Corporation	NO BUGS. NO BITES. NO SLEEPLESS NIGHTS.	99623	November 6, 2017