

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baker Brothers Rotovision, Inc.		08/01/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Baker Brothers LLC		
Doing Business As:	DBA Baker Brothers Plumbing, Air and Electric LLC		
Street Address:	2615 Big Town Blvd		
City:	Mesquite		
State/Country:	TEXAS		
Postal Code:	75150		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5204290	BAKER BROTHERS	
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:	9727722600		
Email:	slockridge@houserfirm.com		
Correspondent Name:	William D. Houser		
Address Line 1:	10000 N. Central Expressway		
Address Line 2:	Suite 850		
Address Line 4:	Dallas, TEXAS 75231		
NAME OF SUBMITTER:	M. Spencer Turner		
SIGNATURE:	/M. Spencer Turner/		
DATE SIGNED:	12/14/2018		
Total Attachments: 4			
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OP \$40.00 5204290

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into effective as of the 1st day of August, 2018, by and between Baker Brothers Rotovision, Inc., a Texas for-profit corporation having a principal place of business at 2615 Big Town Blvd, Mesquite, Texas 75150 ("Assignor") and Baker Brothers LLC, a Delaware limited liability company registered and doing business in Texas under the assumed named of Baker Brothers Plumbing, Air and Electric LLC ("Assignee"). Henceforth, Assignor and Assignee collectively may be referred to as the "Parties."

RECITALS

The following recitals form a part of and part of the consideration for this Assignment.

A. Assignor owns the entire right, title and interest in and to a certain trademark application and service mark registered with the United States Patent and Trademark Office as listed in Exhibit "A" (the "Mark");

B. In 2017, The Wrench Group, a Georgia-based company providing home maintenance and repair services across the United States, agreed to acquire Assignor and assume control of Assignor's business operations.

C. The Wrench Group is the owner of 100% of the membership interests of Assignee.

D. As part of the Wrench Group's acquisition of Assignor, the Parties executed an Outsourcing Agreement effective December 30, 2017, in which the Parties agreed that Assignor would irrevocably assign, transfer and convey to Assignee all of its right, title and interest in and to certain intellectual property, including any registered trademarks or servicemarks.

E. Pursuant to the terms of the Outsourcing Agreement executed on December 30, 2017 and the overall acquisition of Baker Brothers Rotovision, Inc., Assignee now desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby; and

F. Assignor desires to assign all such right, title and interest in and to the Mark to Assignee together with all the goodwill of the business symbolized thereby, upon the terms and conditions set forth herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the premises, and in consideration of the covenants herein contained on the part of each party hereto to be kept and observed, the undersigned parties hereby agree as follows:

1. Assignor has DISTRIBUTED, TRANSFERRED, ASSIGNED and SET OVER, and by these presents does hereby DISTRIBUTE, TRANSFER, ASSIGN and SET OVER to

Assignee all rights, title and interest in and to the Mark with all the goodwill of the business symbolized thereby, subject to that certain security interest described in paragraph 2(d) below.

2. Assignor does hereby represent and warrant to Assignee as follows:

(a) that Assignor owns the entire right, title and interest in and to the Mark;

(b) that all registrations for the Mark are currently valid and subsisting in full force and effect;

(c) that Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Mark to any other person or entity;

(d) that on January 31, 2017, Assignor executed a Trademark Security Agreement in which Ares Capital Corporation, a Maryland for-profit corporation with a principal place of business at 245 Park Avenue, 44th Floor, New York, New York 10617, was granted a security interest in all of Assignor's right, title, and interest in, to and under the Mark (the "Security Interest"), and such Trademark Security Agreement was duly filed with the United States Patent and Trademark Office as a New Assignment on January 31, 2017;

(e) that apart from the Security Interest described above, there are no additional liens or security interests against the Mark; and

(f) that Assignor has all authority necessary to enter into this Assignment and the execution and delivery of this Assignment has been duly and validly authorized.

3. At any time, and at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take other such action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

4. Assignee hereby accepts, adopts and agrees to be bound by the terms and provisions of the Assignment, and further accepts all rights, title and interest in and to the Mark with all the goodwill of the business symbolized thereby, subject to the Security Interest; and assumes and agrees faithfully to comply with, fulfill, perform, pay and discharge each and every covenant, obligation and liability in the Assignment to be performed by Assignor with respect to the right, title and interest in and to the Mark from and after the effective date hereof. Assignee covenants and warrants unto Assignor that Assignee will hold harmless, indemnify and defend Assignor from and against any and all damages and liabilities, including but not limited to reasonable attorneys' fees and court costs, Assignor might incur in connection with any and all claims and/or causes of action arising out of or resulting from Assignee's performance or nonperformance of Assignee's

covenants, obligations and liabilities under the Assignment from, after and including the effective date hereof with respect to the rights, title and interest in and to the Mark.

5. This Assignment shall inure to and bind the successors and assigns of the parties hereto.

6. Any amendments, modifications, alterations or supplements to this Assignment shall be made in writing to be legally effective.

7. This Assignment and all amendments, modifications, alterations or supplements hereto, shall be construed under and governed by the laws of the State of Texas.

78. Each Party acknowledges that it has read this Assignment, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Assignment on its behalf is duly authorized to enter into this Assignment.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed on their behalf by their duly authorized officers and representatives on this 1st day of August, 2018.

ASSIGNOR:

BAKER BROTHERSROTOVISION, INC.

By: 

Jimmie F. Dale, Jr., President

ASSIGNEE:

BAKER BROTHERS LLC

By: 

Kenneth Haines, President

EXHIBIT A
TRADEMARKS

Trademark	Registration/ Application No.	Registration/ Application Date	Owner	Status
BAKER BROTHERS	5204290	May 16, 2017	Baker Brothers Rotovision, Inc.	Registered

Trademark Assignment Agreement – Exhibit A