

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529970

<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>
Aames Plumbing & Heating, Inc.		08/27/2018	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Service Experts LLC		
<b>Street Address:</b>	3820 American Drive, Suite 200		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75075		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4555769	THE PINK PLUMBER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142064330		
<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>	2142064300		
<b>Email:</b>	trina@richardlawgroup.com		
<b>Correspondent Name:</b>	Molly Buck Richard		
<b>Address Line 1:</b>	13355 Noel Road		
<b>Address Line 2:</b>	Suite 1350		
<b>Address Line 4:</b>	Dallas, TEXAS 75240		
<b>NAME OF SUBMITTER:</b>	Molly Buck Richard		
<b>SIGNATURE:</b>	/Molly Buck Richard/		
<b>DATE SIGNED:</b>	07/01/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of August 27, 2018 from Aames Plumbing & Heating, Inc., a Georgia corporation, Aames Plumbing & Heating, Inc., a Florida corporation, The Pink Plumber, Inc., a Texas corporation, and Geoffrey Gillon, an individual resident of the State of Florida (collectively, "Assignor"), to Service Experts LLC, a Delaware limited liability company ("Assignee"). Capitalized terms, used herein and not defined shall have the meaning set forth in the Purchase Agreement (as defined below).

### RECITALS:

**A.** Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated on or about the date hereof (the "Purchase Agreement"), which provides for, among other things, the assignment of Assignor's Trademarks (as defined below).

**B.** Each of Assignor and Assignee shall be benefitted by the transactions contemplated by the Purchase Agreement.

**C.** Assignor is the owner of the entire right, title and interest in and to the trademarks, service marks, and the corresponding applications and registrations therefor, if any, set forth on Schedule 1 hereto (collectively, the "Trademarks"), together with the goodwill associated with the Trademarks.

**D.** In connection with the Purchase Agreement, Assignee has agreed to acquire all of the Trademarks.

### AGREEMENT

**NOW, THEREFORE**, for and in consideration of the foregoing recitals and the mutual promises contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1.** In partial consideration for Assignee's affiliate entering into the Purchase Agreement, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all legal right, title and interest in and to the Trademarks, as set forth on Schedule 1, together with the goodwill associated with the Trademarks, and Assignee accepts such assignment and transfer.

**2.** In partial consideration for Assignee's affiliate entering into the Purchase Agreement, Assignor does hereby sell, assign, transfer and set over onto Assignee, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks listed on Schedule 1, and title thereto, as the property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument, provided that any such recording shall be at the sole expense of Assignee.

4. This Assignment is subject in all respects to the terms of the Purchase Agreement and all of the representations and warranties, covenants and agreements contained in the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, diminish, enlarge or modify any provision or any of the obligations, agreements, covenants, or representations and warranties of any of the parties to the Purchase Agreement as contained in the Purchase Agreement. If any conflict exists between the terms of this Assignment and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof. In the event that any signature to this Assignment is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file or similar electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” or electronic signature were an original thereof. Once signed, this Assignment may be delivered by facsimile or “.pdf” format and any reproduction of this Assignment made by reliable means (e.g., portable document format) shall be considered an original.


5. This Assignment and the Purchase Agreement contain the entire agreement of the parties with regard to the matters set forth herein.

*(Signature page follows)*


IN WITNESS WHEREOF, the parties hereto have executed this Assignment or have caused this Assignment to be executed by their duly authorized officers.

ASSIGNOR:

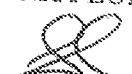
AAMES PLUMBING & HEATING, INC., a  
Georgia corporation


By:   
Name: Geoffrey Gillon  
Title: Chief Executive Officer

AAMES PLUMBING & HEATING, INC., a  
Florida corporation

By:   
Name: Geoffrey Gillon  
Title: President

THE PINK PLUMBER, INC.

By:   
Name: Geoffrey Gillon  
Title: President

  
Geoffrey Gillon

ASSIGNEE:

AAMES PLUMBING & HEATING SERVICE  
EXPERTS LLC

By: \_\_\_\_\_  
Name: Scott F. Boose  
Title: President & Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Assignment or have caused this Assignment to be executed by their duly authorized officers.

**ASSIGNOR:**

AAMES PLUMBING & HEATING, INC., a  
Georgia corporation

By: \_\_\_\_\_  
Name: Geoffrey Gillon  
Title: Chief Executive Officer

AAMES PLUMBING & HEATING, INC., a  
Florida corporation

By: \_\_\_\_\_  
Name: Geoffrey Gillon  
Title: President

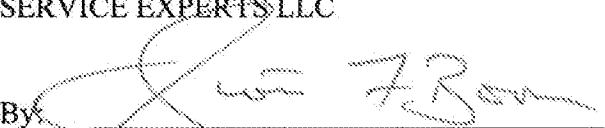
THE PINK PLUMBER, INC.

By: \_\_\_\_\_  
Name: Geoffrey Gillon  
Title: President

\_\_\_\_\_  
Geoffrey Gillon

**ASSIGNEE:**

SERVICE EXPERTS LLC

By:  \_\_\_\_\_  
Name: Scott E. Boose  
Title: President & Chief Executive Officer

**Schedule 1**  
**TRADEMARKS**

<b>Mark</b>	<b>USPTO Registration No.</b>
THE PINK PLUMBER	4555769