

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael Rusk		09/27/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Groundworks OBA, LLC		
Street Address:	1741 Corporate Landing Parkway		
City:	Virginia Beach		
State/Country:	VIRGINIA		
Postal Code:	23454		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5346150	DRY. SOUND. USABLE!	
Registration Number:	3621163	BEST CELLAR	
Serial Number:	77454418	DRAINPRO	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	704-331-1000		
Email:	jes-ptotmcorrespondence@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	042493.039		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	11/26/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") dated as of September 27, 2019, is entered into by and among Groundworks OBA, LLC, a Delaware limited liability company ("Assignee"), TomorrowsHomeSolutions L.L.C., an Ohio limited liability company d/b/a Ohio Basement Systems ("OBS"), and Michael Rusk (along with OBS, each an "Assignor" and, collectively, "Assignors").

RECITALS

WHEREAS, Assignors are, collectively, the owners of all right, title, and interest in and to the trademarks, service marks, and associated registrations identified on Schedule 1 (collectively, the "Marks") and the domain names identified on Schedule 1 (collectively, the "Domain Names");

WHEREAS, pursuant to the terms of that certain Asset Contribution and Purchase Agreement by and between Assignors, Assignee, and the other parties named therein, dated concurrently herewith (the "Purchase Agreement"), Assignee is purchasing certain assets from Assignors, including but not limited to the Marks and the Domain Names; and

WHEREAS, Assignors wish to assign to Assignee, and Assignee wishes to accept, the assignment of all of Assignors' right, title, and interest in and to the Marks and Domain Names.

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

Section 1. Assignment of Marks.

(a) Assignors hereby irrevocably assign and transfer to Assignee, and Assignee hereby receives, acquires, and accepts, free and clear of all liens and encumbrances, all of Assignors' worldwide right, title, and interest in and to the Marks, including: (i) all of the goodwill associated or connected with the use of, and symbolized by, the Marks, (ii) all registrations obtained by Assignors for the Marks, including all extensions and renewals thereof, (iii) the right to file any document to maintain the Marks and any associated registrations, (iv) all common law trademark and trade name rights in the Marks, (v) the right to file applications for registration of the Marks worldwide, and (vi) the right to sue for past, present, and future infringement, dilution, or other violation of the Marks and collect and retain all damages, settlements, and proceeds recovered therefrom; the same to be held and enjoyed by Assignee, its successors, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

(b) Assignors hereby authorize the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or country, to record Assignee as the owner of the Marks.

Section 2. Assignment of the Domain Names.

(a) Assignors hereby assign and transfer to Assignee, and Assignee hereby receives, acquires, and accepts, free and clear of all liens and encumbrances, all of Assignors' right, title, and worldwide interest, in and to the Domain Names, including: (i) all related past, present, and future causes of action, whether asserted or not, (ii) the right to enforce the rights to the Domain Names, (iii) the right

to all income derived from the Domain Names, including the right to all unpaid royalties with respect to the use of the Domain Names, and (iv) all interests, claims, and rights for damages, profits, and other awards by reason of any past infringement, unauthorized use, misappropriation, or other violation of the Domain Names, unfair competition, and/or deceptive trade practices related to the Domain Names, and all other related causes of action, and the right to sue therefor; the same to be held and enjoyed by Assignee, its successors, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

(b) Assignors agree to initiate on the date hereof and promptly complete thereafter all steps necessary to transfer the Domain Names from Assignors to Assignee. Assignors further agree to cooperate fully with the requirements of the respective registrar for the Domain Names and with Assignee to transfer Assignors' ownership and registration for the Domain Names to Assignee.

Section 3. Further Assurances. Assignors hereby agree to perform such proper and additional acts and execute such additional documents as are deemed necessary by Assignee or the governmental agencies or other organizations having jurisdiction over the Marks and Domain Names, at Assignee's reasonable expense, to (a) obtain legal protection of the Marks and Domain Names in the United States or in foreign countries; and (b) give full effect to and perfect the rights of Assignee under this Assignment, including but not limited to executing all documents necessary to register in the name of Assignee the Marks and Domain Names.

Section 4. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies or .pdf, each of which shall be deemed an original.

Section 6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

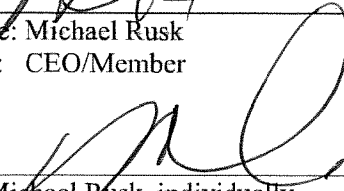
[Signature Pages on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNORS

TOMORROWSHOMESOLUTIONS L.L.C.
d/b/a Ohio Basement Systems

By: 
Name: Michael Rusk
Title: CEO/Member

By: 
Michael Rusk, individually

ASSIGNEE

GROUNDWORKS OBA, LLC

By: _____
Name: Matthew Malone
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNORS

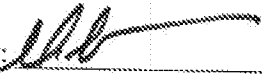
TOMORROWSHOMESOLUTIONS L.L.C.
d/b/a Ohio Basement Systems

By: _____
Name: Michael Rusk
Title: CEO/Member

By: _____
Michael Rusk, individually

ASSIGNEE

GROUNDWORKS OBA, LLC

By:  _____
Name: Matthew Malone
Title: Chief Executive Officer

Schedule 1 – Marks and Domain Names

I. Marks

Registered Trademarks

Mark	Reg. No.	Ser. No.	Reg. Date	Filing Date
DRY. SOUND. USABLE!	5,346,150	87/441,185	11/28/2017	5/8/2017
BEST CELLAR	3,621,163	77/446,651	5/12/2009	4/11/2008
DRAINPRO		77/454,418		4/22/2008

Unregistered Trademarks

OHIO BASEMENT SYSTEMS

MIKE & GAYLE RUSK'S OHIO BASEMENT SYSTEMS

TOMORROW'S HOME SOLUTIONS LLC DBA MIKE & GAYLE RUSK'S OHIO BASEMENT SYSTEMS, L.L.C. FOUNDATION & BASEMENT SPECIALISTS & DESIGN

Tomorrow's Home Solutions LLC dba



MIKE & GAYLE RUSK'S BASEMENTS SYSTEMS OHIO DRY. SOUND. USABLE! & Design



II. Domain Names

<https://www.ohiobasementsystems.com/>

<http://www.tomorrowshomesolutions.com/>