

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NRFTA, Inc.		01/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dwyer Franchising LLC d/b/a Neighborly		
Street Address:	1010 NORTH UNIVERSITY PARKS DRIVE		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5469964	NEIGHBORLY	
CORRESPONDENCE DATA			
Fax Number:	3367342656		
<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:	336-607-7482		
Email:	tadmin@kilpatricktownsend.com		
Correspondent Name:	William M. Bryner		
Address Line 1:	1001 West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101-2400		
NAME OF SUBMITTER:	Tiffani D. Otey, Atty. of Rec., NC Bar		
SIGNATURE:	/Tiffani D. Otey/		
DATE SIGNED:	02/05/2020		
Total Attachments: 5			
source=Assignment from NRFTA, Inc. to Dwyer Franchising LLC d_b_a Neighborly#page1.tif			
source=Assignment from NRFTA, Inc. to Dwyer Franchising LLC d_b_a Neighborly#page2.tif			
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OP \$40.00 5469964

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of January 31, 2020, by and between NRFTA, Inc., a Delaware corporation ("Assignor"), and Dwyer Franchising LLC d/b/a Neighborly, a Delaware limited liability company ("Assignee").

Assignor and Assignee are parties to that certain Intellectual Property Purchase Agreement, dated as of the same date hereof (the "Purchase Agreement"), whereby Assignor has agreed to assign the trademark and trademark registration set forth on Exhibit A (the "Trademark"), and has agreed to execute and deliver this Assignment for recording in the United States Patent and Trademark Office.

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

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark:

(a) the Trademark and Trademark registration, and all extensions and renewals thereof, set forth on Exhibit A hereto;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, upon the request of Assignee and at Assignee's expense, to provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including any further necessary documentation, and do all further acts reasonably requested by Assignee, to record in the name of Assignee the assignment of the Trademark with the United States Patent and Trademark Office.

3. Assignment. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and permitted assigns.

4. Controlling Terms. Assignor and Assignee hereby agree and acknowledge that this Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement. In the event of any irreconcilable inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

5. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

Assignor:

NRFTA, INC.

DocuSigned by:

By: Bob Thompson

Name: Bob Thompson

Its: Chief Executive Officer

AGREED TO AND ACCEPTED:

Assignee:

**DWYER FRANCHISING LLC D/B/A
NEIGHBORLY**

By: _____

Name: Mike Bidwell

Its: Chief Executive Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

Assignor:

NRFTA, INC.

By: _____

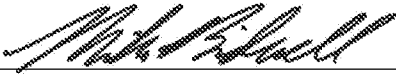
Name: Bob Thompson

Its: Chief Executive Officer

AGREED TO AND ACCEPTED:

Assignee:

**DWYER FRANCHISING LLC D/B/A
NEIGHBORLY**

By:  _____

Name: Mike Bidwell

Its: Chief Executive Officer

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 006857 FRAME: 0515**

EXHIBIT A
TRADEMARKS

1. neighborly (U.S. Reg. No. 5469964)