

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Admiral Plumbing Services LLC		07/31/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Service Experts LLC		
Street Address:	3820 American Drive		
Internal Address:	Suite 200		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75075		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4691785	ADMIRAL PLUMBING SERVICES, LLC	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2142064301		
Email:	molly@richardlawgroup.com		
Correspondent Name:	Molly Buck Richard		
Address Line 1:	13355 Noel Road		
Address Line 2:	Suite 1350		
Address Line 4:	Dallas, TEXAS 75240		
NAME OF SUBMITTER:	Molly Buck Richard		
SIGNATURE:	/Molly Buck Richard/		
DATE SIGNED:	03/27/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of July 31, 2018 from Admiral Plumbing Services LLC, a Florida limited liability company ("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 an affiliate of 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 representatives.

ASSIGNOR:

ADMIRAL PLUMBING SERVICES LLC

By:

Name: Richard Bassoff

Title: Managing Member

ASSIGNEE:

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 representatives.

ASSIGNOR:

ADMIRAL PLUMBING SERVICES LLC

By: _____

Name: Richard Bassoff

Title: Managing Member

ASSIGNEE:

SERVICE EXPERTS LLC

By: _____

Name: Scott F. Boose

Title: President & Chief Executive Officer

Schedule 1

TRADEMARKS

Mark	USPTO Registration No.
ADMIRAL PLUMBING SERVICES, LLC	4691785