

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
San Francisco Elevator Services, LLC		04/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SESH Intermediate, LLC		
Street Address:	c/o CIVC Partners		
Internal Address:	191 N Wacker Drive, Suite 1100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5325927	SAN FRANCISCO ELEVATOR	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9287		
Email:	ustrademarkmail@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	111320-0009-006		
NAME OF SUBMITTER:	Nicole Mollica		
SIGNATURE:	/nicole mollica/		
DATE SIGNED:	05/04/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of April 30, 2020, by and among San Francisco Elevator Services, LLC, a Delaware limited liability company with an address at 6517 Sierra Lane, Dublin, CA 94568 U.S.A. ("Assignor"), and SESH Intermediate, LLC, a Delaware limited liability company with an address at c/o CIVC Partners, 191 N Wacker Drive, Suite 1100, Chicago, IL 60606 U.S.A. ("Assignee"). Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor has rights in and to certain trademarks, service marks, logos, trade dress, and other indicia of source, including the SAN FRANCISCO ELEVATOR service mark registered with the United States Patent and Trademark Office, Registration No. 5325927, dated October 3, 2017 (the "Registration"); and

WHEREAS, the Parties have agreed that Assignor will assign and transfer all of its rights, title, and interests in and to any and all trademarks, service marks, logos, trade dress, and other indicia of source, including the Registration (collectively, "Assigned Marks") to Assignee, and Assignee will license such Assigned Marks to Assignor pursuant to a Trademark License Agreement between the Parties dated as of the date hereof.

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

1. Assignment. Assignor agrees to assign and hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of Assignor's worldwide rights, title, and interests in and to the Assigned Marks, together with the goodwill of the business symbolized by and associated therewith, including without limitation the Registration and any and all other registrations and applications for the Assigned Marks, all common law rights in and to the Assigned Marks, and all rights to sue for past, present, and future infringement and misappropriation of the Assigned Marks.

2. Recordation. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in trademark and service mark registrations and applications, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Assigned Marks.

3. Further Assurances. At the reasonable request of Assignee and at Assignee's expense, Assignor will execute and deliver and will cause to be executed and delivered such instruments of transfer, conveyance, assignment, and confirmation, and will take such actions as Assignee may reasonably deem necessary, in order to effectively transfer, contribute, assign, and deliver to Assignee all rights, title, and interests in, to, and under the Assigned Marks.

4. Successors and Assigns. This Assignment will be binding upon and enforceable against Assignor and its successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.

5. Governing Law. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of Delaware, without regard to its principles of conflicts of laws.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. An

executed signature page of this Assignment delivered by facsimile or PDF transmission will be as effective as an original executed signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first written above.

SAN FRANCISCO ELEVATOR SERVICES, LLC

By: 
Name: Donovan McKeever
Title: President

Accepted by:

SESH INTERMEDIATE, LLC

By: 
Name: Donovan McKeever
Title: President

[Signature Page to Trademark Assignment (San Francisco Elevator)]