

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581700

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900550247		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steamatic, Inc.		04/01/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Johns Lyng Restoration, LLC		
Street Address:	8665 Florida Mining Blvd.		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33634		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1792207	STEAMATIC. THE SOLUTION TO INDOOR AIR PO	
CORRESPONDENCE DATA			
Fax Number:	8132291660		
<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:	8132297600		
Email:	mrichter@shumaker.com		
Correspondent Name:	Mindi M. Richter		
Address Line 1:	101 E. Kennedy Boulevard, Suite 2800		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Mindi M. Richter		
SIGNATURE:	/Mindi M. Richter/		
DATE SIGNED:	06/17/2020		
Total Attachments: 8			
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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

June 05, 2020

PTAS

MINDI M. RICHTER
101 E. KENNEDY BOULEVARD, SUITE 2800
TAMPA, FL 33602



900550247

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. There's a discrepancy with the receiving party entity type. The cover sheet has Corporation but the document has LLC and also conveying party name W.R.S. Investments, Inc is missing from the cover sheet.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, July 6, 2020**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

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Document ID: 900550247
Access Code: C10QXNF4U6KY7VM

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LAWANDA MILTON
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steamatic, Inc.		04/01/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Johns Lyng Restoration, LLC		
Street Address:	8665 Florida Mining Blvd.		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33634		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1792207	STEAMATIC. THE SOLUTION TO INDOOR AIR PO	
CORRESPONDENCE DATA			
Fax Number:	8132291660		
<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:	8132297600		
Email:	mrichter@shumaker.com		
Correspondent Name:	Mindi M. Richter		
Address Line 1:	101 E. Kennedy Boulevard, Suite 2800		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Mindi M. Richter		
SIGNATURE:	/Mindi M. Richter/		
DATE SIGNED:	05/21/2020		
Total Attachments: 6			
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CH \$40.00 1792207

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”), dated as of April 1, 2019, is by and among [REDACTED], Steamatic, Inc., a Texas corporation (“**Seller**”), Johns Lyng Restoration, LLC, a Florida limited liability company (“**Buyer**”) [REDACTED]

RECITALS

1. Seller is engaged in the business of marketing and selling franchises and licensing rights for various cleaning equipment and the related expertise pertaining to the business of providing (to residential and commercial clients) (A) water damage, extraction and drying services, (B) fire and smoke restoration, (C) mold remediation, (D) contents recovery, cleaning and deodorizing, (E) dehumidification, (F) electronics restoration, (G) art restoration, (H) document recovery, (I) wind, hurricane and tornado restoration services, (J) HVAC and air duct cleaning, (K) carpet and area rug cleaning, (L) dryer vent cleaning, (M) furniture cleaning and (N) hard surface cleaning, as well the sale of any supporting products and services (collectively, the “**Business**”).
2. WRS owns all of the issued and outstanding shares of common stock of Seller, par value \$200 per share.
3. Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets, and certain specified liabilities, of Seller with respect to the Business as operated by Seller, subject to the terms and conditions set forth herein.

AGREEMENTS

In consideration of the foregoing premises and the respective representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

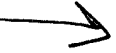
1.1 Definitions. When used in this Agreement, the following terms shall have the meanings assigned to them in this Section 1.1.

“**Accounting Methods**” means the policies, practices and procedures, including classification and estimation methodology, used by Seller in the preparation of the Financial Statements, in each case to the extent consistent with GAAP and as further described in Schedule 3.3(b).

Closing, (i) all guarantees by Seller of Liabilities of the type referred to in the foregoing clauses of other Persons, and (j) all Liabilities of Seller for any accrued but unpaid interest, principal, premium, related expenses, prepayment penalties, commitment and other fees, sale or liquidity participation amounts, reimbursements, indemnities and all other amounts payable in connection with the foregoing which would be payable if such Indebtedness were paid in full at the Closing.

“**Indemnified Party**” has the meaning set forth in Section 7.5(a).

“**Indemnitor**” has the meaning set forth in Section 7.5(a).



“**Intellectual Property**” means, collectively, (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all letters patent and pending applications for patents of the United States and all countries foreign thereto and all reissues, reexaminations, divisions, continuations, continuations-in-part and extensions thereof, (b) all trademarks, service marks, trade names, trade dress and Internet domain names, all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all published and unpublished works of authorship (including databases), whether copyrightable or not, including all statutory and common law copyrights associated therewith, and all applications, registrations and renewals in connection therewith, (d) all computer software programs, including operating systems, applications, routines, interfaces, and algorithms, whether in source code or object code (collectively, “**Software**”), (e) all mask works and all applications, registrations, and renewals in connection therewith, (f) all trade secrets and confidential business information (including confidential ideas, research and development, know how, methods, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) and (g) all copies and tangible embodiments of the foregoing (in whatever form or medium).

“**Intellectual Property Assignment**” has the meaning set forth in Section 2.9(a)(v).

“**Internet Domain Name Assignment**” has the meaning set forth in Section 2.9(a)(iv).

“**Inventory**” has the meaning set forth in Section 2.1(c).

“**IRS**” has the meaning set forth in Section 3.15(d).

“**Knowledge**” means, (a) with respect to Seller, Seller’s Knowledge, and (b) with respect to Buyer, the actual knowledge of any of Scott Didier, Matthew Lunn or Lindsay Barber as to the existence or absence of facts or circumstances.

“**Law**” means any statute, law, ordinance, rule, regulation or Order of any Governmental Entity and, with respect to any Person, includes all such Laws applicable or binding upon such Person, its business or the ownership or use of any of its assets.

“**Leased Real Property**” has the meaning set forth in Section 3.13(a).

“**Lender**” means Frost Bank.

“**Liability**” means any liability, debt, obligation, deficiency, interest, Tax, penalty, fine, or other loss, cost or expense of any kind or nature whatsoever, whether asserted or unasserted,

“**Subsidiary**” or “**Subsidiaries**” means, with respect to any Person, any corporation, partnership, limited liability company, joint venture or other legal entity of any kind of which such Person (either alone or through or together with one or more of its other Subsidiaries) owns, directly or indirectly, more than 50% of the Equity Securities the holders of which are (a) generally entitled to vote for the election of the board of directors or other governing body of such legal entity or (b) generally entitled to share in the profits or capital of such legal entity.

“**Suit**” means any suit, claim, investigation, action, litigation, arbitration or other dispute resolution proceeding.

“**Survival Period**” has the meaning set forth in Section 7.1.

“**Tangible Personal Property**” has the meaning set forth in Section 2.1(f).

“**Tax**” or “**Taxes**” means all U.S. federal, state, provincial, local and foreign income, profits, franchise, gross receipts, environmental, customs duty, capital stock, severance, stamp, payroll, sales, employment, unemployment, disability, use, personal and real property, escheat or unclaimed property, withholding, excise, production, transfer, alternative minimum, value added, occupancy and other taxes of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing, in each case whether disputed or not, and including any transferee, successor or secondary liability for any tax, any liability to make tax distributions, and any liability assumed by agreement or arising as a result of being (or ceasing to be) a member of any Affiliated Group (or being included or required to be included in any Tax Returns relating thereto).

“**Tax Returns**” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Third-Party Claim**” has the meaning set forth in Section 7.5(a).

“**Third Party Licenses**” has the meaning set forth in Section 3.11(c).

“**Top Supplier**” has the meaning set forth in Section 3.20.

“**Treasury Regulations**” means United States Treasury regulations promulgated under the Code.

“**U.S.**” or “**United States**” means the United States of America.

ARTICLE II

PURCHASE AND SALE

2.1 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Lien other than Permitted Liens, all of Seller’s right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located, which relate to, or are used or held for use in connection with, the Business as operated by Seller, other

than the Excluded Assets (collectively, the “**Purchased Assets**”), including, without limitation, the following:

- (a) the Benefit Plans and all assets attributable thereto;
- (b) all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing, other than the Excluded Accounts Receivable (“**Purchased Accounts Receivable**”);
- (c) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories (“**Inventory**”);
- (d) all Contracts, including all Franchise Agreements, set forth on Schedule 2.1(d) (the “**Assigned Contracts**”);
- (e) all Intellectual Property;
- (f) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property (the “**Tangible Personal Property**”);
- (g) all claims and rights of any nature available to or being pursued by Seller to the extent related to the Business as operated by Seller, the Purchased Assets or the Assumed Liabilities (including guaranty, warranty and indemnity rights), whether arising by way of counterclaim or otherwise, other than (i) as described in Section 2.2(f) or (ii) to the extent related to any of the Excluded Assets or Excluded Liabilities;
- (h) all rights relating to prepaid expenses, credits, advance payments, claims for refunds, security, rights of set-off and deposits, that are not described in Section 2.2(f) or on Schedule 2.2(d);
- (i) originals, or where not available, copies, of all Books and Records, including, but not limited to, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Entity), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files relating to the Intellectual Property; and
- (j) all goodwill and the going concern value of the Business as operated by Seller.

2.2 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the “**Excluded Assets**”):

- (a) Contracts that are not Assigned Contracts (the “**Excluded Contracts**”);

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.



Steamatic, Inc.

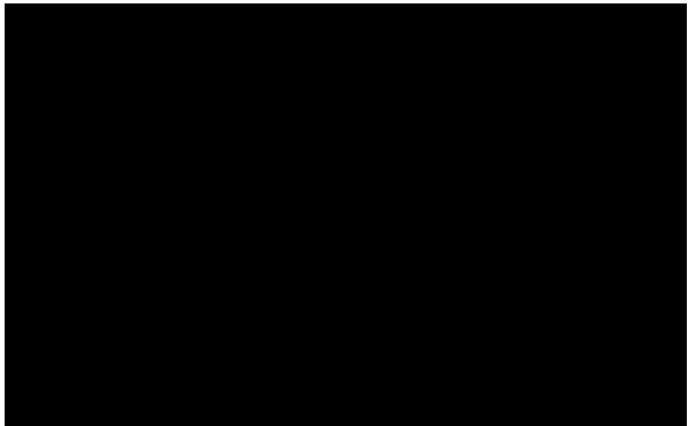
By: William R. Sims
Name: William R. Sims
Title: Chairman



BUYER:

Johns Lyng Restoration, LLC

By: _____
Name:
Title:

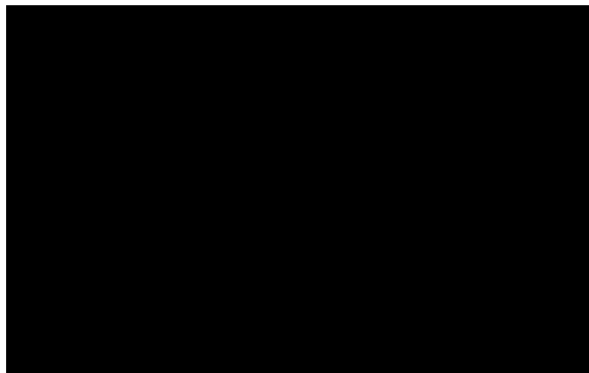


IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.



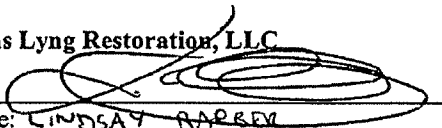
Steamatic, Inc.

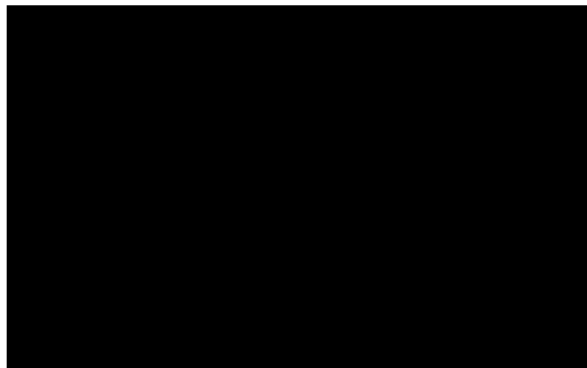
By: _____
Name:
Title:



BUYER:

Johns Lyng Restoration, LLC

By: 
Name: LINDSAY BARBER
Title: MANAGER



Signature Page to Asset Purchase Agreement