

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rooter Hero Plumbing, Inc.		06/01/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Call Pro's, Inc		
Street Address:	11856 Balboa Blvd.; #170		
City:	Granada Hills		
State/Country:	CALIFORNIA		
Postal Code:	91344		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4951312	EVERYBODY NEEDS A HERO	
Registration Number:	4896166	ELECTRIC HERO	
Registration Number:	4890105	PLUMBER HERO	
Registration Number:	4890104	SERVICE HERO	
Registration Number:	4860713	HERE TO SAVE YOUR DAY	
Registration Number:	4131564	ROOTER HERO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	602-529-3474		
Email:	nathan.brown@brownpatentlaw.com		
Correspondent Name:	Nathan Brown		
Address Line 1:	15100 N. 78th Way Suite 203		
Address Line 4:	Scottsdale, ARIZONA 85260		
NAME OF SUBMITTER:	Nathan Brown		
SIGNATURE:	/Nathan Brown/		
DATE SIGNED:	06/26/2020		
Total Attachments: 5			

OP \$165.00 4951312

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TRADEMARK AND DOMAIN NAME AGREEMENT

This agreement (the "Agreement") is by and between Rooter Hero Plumbing, Inc. and Call Pro's, Inc. (Collectively "Parties"), and is effective as of June 1, 2017 (the "Effective Date").

WHEREAS, Rooter Hero Plumbing, Inc. is the owner of certain registered trademarks, unregistered trademarks, or distinctive signs constituting a potential trademark identified in Exhibit A (the "Trademarks") and of certain domain names identified in Exhibit A (the "Domain Names");

WHEREAS, Rooter Hero Plumbing, Inc. desires to transfer all of Rooter Hero Plumbing, Inc.'s rights, title and interest in and to the Trademarks to Call Pro's, Inc.;

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Trademark Assignment. Rooter Hero Plumbing, Inc. irrevocably assigns, grants and transfers to Call Pro's, Inc., all of Rooter Hero Plumbing, Inc.'s worldwide right, title, and interest in and to the Trademarks, including any common law rights that may exist in the Trademarks, and any trademark registrations and applications that may exist covering the Trademarks, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover and retain all damages and other remedies for past, present, and future infringement and all other violations in law or equity concerning the Trademarks, the same to be held and enjoyed by Call Pro's, Inc. for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Rooter Hero Plumbing, Inc. if this assignment had not been made (the "Assignment").

2. Trademark Usage. Rooter Hero Plumbing, Inc. hereby confirms that Call Pro's, Inc. shall have all applicable rights to use the Trademarks as they wish.

3. Domain Names. Upon the mutual agreement of the Parties, as of the date, Rooter Hero Plumbing, Inc. shall transfer to Call Pro's, Inc. Rooter Hero Plumbing, Inc.'s entire right, title and interest to the Domain Names.

4. Execution and Delivery. Upon Call Pro's, Inc.'s request, Rooter Hero Plumbing, Inc. agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any domain names through appropriate communications with domain name registrars) as may be necessary to vest in and secure unto Call Pro's, Inc. the full right, title and interest in and to the Trademarks (including any common law rights and goodwill that may exist in the Trademarks) and Domain Names and to protect and enforce the Trademarks.

5. Representations and Warranties. Rooter Hero Plumbing, Inc. represents and warrants that Rooter Hero Plumbing, Inc. has the full right to convey the entire right, title and interest herein assigned (including any common law rights and goodwill that may exist in the Trademarks), and that Rooter Hero Plumbing, Inc. will not take any action, use any trademark or domain name, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

6. Warranty Disclaimer. ROOTER HERO PLUMBING, INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARKS OR ANY RELATED MATERIALS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

7. Limitation of Liability. IN NO EVENT WILL ROOTER HERO PLUMBING, INC. BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE USE OF THE TRADEMARKS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Miscellaneous.

a. Independent Contractors. The parties hereto are independent contractors and neither Rooter Hero Plumbing, Inc. nor Call Pro's, Inc. has any right or authority to bind the other in any way.

b. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to the address set forth below or such other address as last provided to the other by written notice:

If to Rooter Hero Plumbing, Inc.:

Rooter Hero Plumbing, Inc.
11150 Sepulveda Blvd., Ste. 2A
Mission Hills, CA 91345

If to Call Pro's, Inc.:

Call Pro's, Inc.
11856 Balboa Blvd., # 170
Granada Hills, CA 91344

c. Modification and Waiver. The failure of either Rooter Hero Plumbing, Inc. or Call Pro's, Inc. to enforce its rights or to require performance by the other, shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.

d. Governing Law. This Agreement shall be governed and interpreted under the laws of the State of California without regard to the conflicts of law provisions thereof.

e. Headings. Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Agreement.

f. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

g. Entire Agreement. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.

h. Non-Exclusive Remedies. The rights and remedies of a Rooter Hero Plumbing, Inc. and Call Pro's, Inc. set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved Party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

Each Party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

ROOTER HERO PLUMBING, INC.

Dated: June 1, 2017

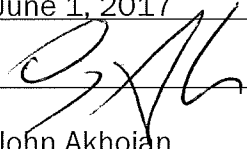
Signature: 

Name: J. Michael West

Title: CEO

CALL PRO'S, INC.

Dated: June 1, 2017

Signature: 

Name: John Akhoian

Title: CEO

Exhibit A

1. Trademarks:

Registered

Mark	Serial No.	Reg. No.	Reg. Date	Status
EVERYBODY NEEDS A HERO	86766513	4951312	5/3/2016	LIVE
ELECTRIC HERO	86273170	4896166	2/2/2016	LIVE
PLUMBER HERO	86265612	4890105	1/19/2016	LIVE
SERVICE HERO	86265589	4890104	1/9/2016	LIVE
HERE TO SAVE YOUR DAY	86384677	4860713	11/24/2016	LIVE
ROOTER HERO	85403831	4131564	4/24/2012	LIVE

Unregistered [List all trademarks]

2. Domain Names [List Domain Names to be transferred (if any)]:

- 1) thesecrettorealwealth.net
- 2) heroesonthestreet.com
- 3) rooterhero.plumbing
- 4) rooterheros.com
- 5) rooterheroes.com
- 6) myservicehero.net
- 7) rooterherocareers.com
- 8) herouniversity.net
- 9) rooterhero.com
- 10) rooterheroplumbing.com
- 11) serviceheros.com