

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591784

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LAWN BUTLER, LLC		04/03/2020	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LAWN BUTLER HOLDINGS LLC		
<b>Street Address:</b>	165 CANTIAGUE ROCK ROAD		
<b>City:</b>	WESTBURY		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11590		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5730949	LAND BUTLER	
<b>Registration Number:</b>	4356441	LB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>			
<b>Phone:</b>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Matthew P. Hintz, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler LLP		
<b>Address Line 2:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	34817.4		
<b>NAME OF SUBMITTER:</b>	Matthew P. Hintz, Esq.		
<b>SIGNATURE:</b>	/Matthew P. Hintz, Esq./		
<b>DATE SIGNED:</b>	08/13/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of this 3rd day of April, 2020, by and between LAWN BUTLER, LLC, a Utah limited liability company ("Assignor"), and LAWN BUTLER HOLDINGS LLC, a Delaware limited liability company ("Assignee"). Each of the parties to this Assignment is sometimes referred to individually in this Assignment as a "Party," and all of the parties to this Assignment are sometimes collectively referred to in this Assignment as the "Parties."

WHEREAS, the Assignor, Assignee and the other parties thereto have entered into that certain Asset Purchase Agreement dated as of February 19, 2020 (the "Purchase Agreement"); and

WHEREAS, in furtherance of the transactions contemplated by the Purchase Agreement, Assignor and Assignee desire to enter into this Assignment to evidence the assignment to the Assignee all of Assignor's right, title and interest in and to all registered trademarks owned by Assignor and described on the attached Schedule A (the "Assigned Trademarks"), and the Assignee has agreed to acquire all right, title and interest in and to the Assigned Trademarks.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not defined in this Assignment have the meaning ascribed to them in the Purchase Agreement.

2. Assignment. Under the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, transfers, assigns and delivers to the Assignee, all of the Assignor's worldwide rights, title and interest and benefit in and to, as of the Closing Date, all the Assigned Trademarks, together with the right to all past, present and future income, royalties, fees, damages, payments and other proceeds due now or hereafter due or payable with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement, dilution, misuse, breach or misappropriation of the Assigned Trademarks, including the goodwill of the businesses connected to the use of any of the Assigned Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

3. Terms of the Purchase Agreement. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency

between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Cooperation. Assignor agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Assigned Trademarks) known to the Assignor with respect to the Assigned Trademarks, and, at Assignee's cost, it will, as reasonably requested by Assignee, testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use reasonable best efforts at the reasonable request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Assigned Trademarks and in enjoying the full benefits thereof. Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any reasonable and lawful documents required to be executed by Assignor which execution has not been completed within five (5) Business Days after request therefor by Assignee.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Counterparts. This Assignment may be executed in multiple counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com))), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

**LAWN BUTLER, LLC**

DocuSigned by:  
By: *Rudy Larsen* \_\_\_\_\_  
Name: Rudy Larsen  
Title: Manager

**ASSIGNEE:**

**LAWN BUTLER HOLDINGS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

**LAWN BUTLER, LLC**


By: \_\_\_\_\_

Name: Rudy Larsen

Title: Manager

**ASSIGNEE:**

**LAWN BUTLER HOLDINGS LLC**

By:  \_\_\_\_\_

Name: Richard Summers

Title: President & Secretary

**SCHEDULE A**

**Registered Trademarks**

<b><u>Trademark</u></b>	<b><u>Owner</u></b>	<b><u>Serial No./Registrat ion No.</u></b>	<b><u>Filing/Registration Date</u></b>	<b><u>Status</u></b>
Land Butler	Lawn Butler, LLC	87745073 5730949	January 5, 2018 April 23, 2019	Live
	Lawn Butler, LLC	85597997 4356441	April 13, 2012 June 24, 2013	Live