

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monster LandCare, Inc.		09/14/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Monster New Franchisor LLC		
Street Address:	7120 Samuel Morse Drive, Suite 300		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21046		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4430795	MONSTER TREE SERVICE	
Registration Number:	4711448	MONSTER TREE SERVICE	
Registration Number:	5085975	MONSTER TREE SERVICE	
Registration Number:	5166475	MAKING THE WORLD A MORE BEAUTIFUL PLACE	
Registration Number:	3456326	MONSTER MOW	
Serial Number:	90085629	MONSTER TREE SERVICE	
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:	303-607-3665		
Email:	anne.scholl@faegredrinker.com		
Correspondent Name:	Emily A. Bayton/Anne M. Scholl		
Address Line 1:	1144 15th Street, Suite 3400		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	515584.22		
NAME OF SUBMITTER:	Anne M. Scholl		
SIGNATURE:	/Anne M. Scholl/		
DATE SIGNED:	09/22/2020		

OP \$165.00 4430795

Total Attachments: 4

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this “**Assignment**”), effective as of September 14, 2020 (“**Effective Date**”) is made by and between Monster LandCare, Inc., a Pennsylvania corporation (“**Assignor**”) and Monster New Franchisor LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee are collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, Assignee and Assignor are parties to that certain Contribution, Assignment and Assumption Agreement of even date herewith, among the Parties and the other parties thereto (the “**Assignment and Assumption Agreement**”);

WHEREAS, pursuant to the Assignment and Assumption Agreement, Assignor contributed, assigned, transferred, conveyed and delivered to Assignee, among other things, all of Assignor’s right, title and interest in, to and under the Intellectual Property (as defined therein), including the trademark registrations and applications and domain name registrations set forth on Schedule A attached hereto (the “**Assigned IP**”); and

WHEREAS, in accordance with and subject to the terms of the Assignment and Assumption Agreement, Assignor has agreed to execute this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Definitions. All capitalized terms used but not defined in this Assignment shall have the meaning ascribed to such term in the Assignment and Assumption Agreement.

Section 2. Assignment. The Parties hereby intend, agree and confirm that, pursuant to the Assignment and Assumption Agreement, Assignor irrevocably contributed, assigned, transferred, conveyed and delivered to Assignee, and Assignee accepted from Assignor, the contribution, assignment, transfer, conveyance and delivery of (i) all of Assignor’s right, title, and interest in, to and under the Assigned IP, together with the goodwill associated therewith and symbolized thereby and all common-law rights related thereto and all registrations that are or may be secured, now or hereafter in effect, and (ii) all of Assignor’s rights to any causes of action, claims, counterclaims, rights or recourse against third parties, of any nature available to or being pursued by such Assignor to the extent assignable and related to the Business, the Contributed Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise to the extent arising from the rights in clause (i) (and the right to receive all monies, proceeds, settlements and recoveries in connection therewith) and have accrued or arisen prior to the Effective Date. The Assigned IP shall be held by Assignee, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made.

Section 3. Recording the Assignment. The Parties hereby authorize and request the relevant authorities at the United States Patent and Trademark Office, domain name registrars and all applicable foreign agencies to record this Assignment and record Assignee as the owner of the Assigned IP and to issue any and all Assigned IP registrations to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same.

Section 4. Agreement Governs. Nothing contained herein shall in any way amend, modify, supersede or cancel the terms, covenants, representations, warranties or conditions of the Assignment and Assumption Agreement. In the event of any conflict or inconsistency between the terms of the Assignment and Assumption Agreement and the terms hereof, the terms of the Assignment and Assumption Agreement shall govern.

Section 5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.


Section 6. Governing Law. This Assignment (and any claims, causes of action or disputes that may be based upon, arise out of or relate to the transactions contemplated hereby, to the negotiation, execution or performance hereof, or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute, or otherwise) shall in all respects 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).

Section 7. Further Assurances. Without limiting Assignor's obligations under the Assignment and Assumption Agreement, Assignor shall provide Assignee and its successors and assigns reasonable cooperation and assistance and take all further actions and execute all further documents as are reasonably requested by Assignee to effect, record, register or maintain this Assignment and/or the rights assigned herein.

[Signature page follows.]


IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed on its behalf as of the day and year first above written.

MONSTER LANDCARE, INC.,
as Assignor

By: 
Name: Josh Skolnick
Title: President and CEO

MONSTER NEW FRANCHISOR LLC,
as Assignee

By: Monster Franchise LLC, its Managing
Member

By: 
Name: Josh Skolnick
Title: President and CEO

[Signature Page to Trademark and Domain Name Assignment]

Schedule A

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction	Registered Owner
MONSTER TREE SERVICE	4,430,795	(November 12, 2013	United States	Monster LandCare, Inc.
MONSTER TREE SERVICE	4,711,448	March 31, 2015	United States	Monster LandCare, Inc.
MONSTER TREE SERVICE	5,085,975	November 22, 2016	United States	Monster LandCare, Inc.
MAKING THE WORLD A MORE BEAUTIFUL PLACE - ONE TREE AT A TIME	5,166,475	March 21, 2017	United States	Monster LandCare, Inc.
MONSTER MOW	4,430,795	November 12, 2013	United States	Monster LandCare, Inc.

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction	Registered Owner
MONSTER TREE SERVICE	90085629	July 31, 2020	United States	Monster LandCare, Inc.

Domain Names

www.whymonster.com

[Schedule to Trademark and Domain Name Assignment]

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