

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMAFS, LLC		10/09/2020	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Authority Franchising Holdings, LLC		
Street Address:	346 9th St. SE		
City:	Hickory		
State/Country:	NORTH CAROLINA		
Postal Code:	28602		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5503806	FLY AUTHORITY	
Registration Number:	5503805	PEST AUTHORITY	
Registration Number:	5058528	MOSQUITO AUTHORITY	
Registration Number:	3605556	MOSQUITO AUTHORITY	
CORRESPONDENCE DATA			
Fax Number:	2158325763		
<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:	2155695763		
Email:	sbockert@blankrome.com		
Correspondent Name:	Shaun J. Bockert		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Shaun J. Bockert		
SIGNATURE:	/Shaun J. Bockert/		
DATE SIGNED:	10/28/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 9, 2020 by and between TMAFS, LLC, a North Carolina limited liability company (the "Assignor"), and Authority Franchising Holdings, LLC, a Delaware limited liability company (the "Assignee"). Assignor and Assignee are sometimes individually referred to as a "Party" and, collectively, as the "Parties."

- A. Assignor owns the trademarks identified on Schedule A attached hereto, the trademark registrations and applications associated therewith and also described on Schedule A (such trademarks and such trademark registrations and applications are, collectively, the "Trademarks"), and any and all goodwill of the business in connection with which the Trademarks are used and symbolized by the Trademarks (the Trademarks and such goodwill are, collectively, the "Trademark Rights");
- B. In connection with that certain Asset Purchase Agreement, dated as of October 5, 2020, by and among Assignee, Assignor, and the other parties named therein (the "Purchase Agreement"), it was agreed that Assignor would assign to Assignee all right, title, and interest in and to the Trademark Rights effective as of the consummation of the transactions set forth therein; and
- C. The Parties wish to execute this Assignment for purposes of evidencing the transfer of the Trademark Rights contemplated by the Purchase Agreement and to allow Assignee to file this Assignment with the United States Patent and Trademark Office and any other similar official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, as may be necessary to effectuate the assignment and transfer of the Trademark Rights from Assignor to Assignee.

In consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, including that under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Parties hereto agree as follows:

1. Assignment. Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks Rights, including all Trademarks, all registrations and applications thereof, and all goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks.
2. Recordation. Assignor authorizes the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademark Rights and to issue all registrations for the Trademark Rights in the name of Assignee. Assignor shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.
3. No Modification of the Purchase Agreement. It is understood and agreed that this Assignment is being executed and delivered pursuant to the Purchase Agreement and the terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities set forth therein are incorporated herein by this reference. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in this 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. Enforceability. This Assignment is being executed by Assignor and Assignee and shall be

binding upon each of them, and their respective successors and consented-to assigns, for the uses and for purposes above set forth and referred to, and shall be effective as of the date hereof.

5. Governing Law. Assignor and Assignee hereby agree that this Assignment is made under, and shall be construed and enforced in accordance with, the laws of the State of Delaware applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law.

6. Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile and .pdf signatures shall be treated as if they were originals.

7. Amendment. This Assignment may not be amended except by a written agreement signed by each of the parties to this Assignment.

[SIGNATURE PAGE FOLLOWS]

INTENDING TO BE LEGALLY BOUND, the Parties have duly executed this Assignment as of the date first above written.

ASSIGNEE:

AUTHORITY FRANCHISING HOLDINGS, LLC

DocuSigned by:
By: Kyle Squillario
Name: Kyle Squillario
Title: President

ASSIGNOR:

TMAFS, LLC

By: _____
Name:
Title:

Attached: Schedule A – Trademarks

[Signature Page to Trademark Assignment]

INTENDING TO BE LEGALLY BOUND, the Parties have duly executed this Assignment as of the date first above written.

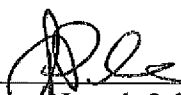
ASSIGNEE:

AUTHORITY FRANCHISING HOLDINGS, LLC

By: _____
Name:
Title:

ASSIGNOR:

TMAFS, LLC

By:  _____
Name: Joseph Osborne
Title: Manager

Attached: Schedule A – Trademarks

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademarks

Mark	Country	Status	Reg. Date	Reg. No.
FLY AUTHORITY	USA	Registered	6/26/2018	5,503,806
PEST AUTHORITY	USA	Registered	6/26/2018	5,503,805
 The logo for MOSQUITO AUTHORITY features the word "MOSQUITO" in a large, bold, sans-serif font. The letter "O" is replaced by a circular icon of a mosquito. Below "MOSQUITO", the word "AUTHORITY" is written in a smaller, spaced-out, sans-serif font.	USA	Registered	10/11/2016	5,058,528
MOSQUITO AUTHORITY	USA	Registered	4/14/2009	3,605,556