

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hutchinson Plumbing Heating Cooling, L.L.C.		09/18/2020	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Horizon Services, LLC		
Street Address:	307 Ruthar Drive		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19711		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5247206	EXPERTLY BETTER.	
Registration Number:	5247207	HUTCHINSON	
Registration Number:	5247158	EXPERTLY BETTER. HUTCHINSON	
Registration Number:	3824613	HUTCHINSON YOUR TOTAL ENERGY EXPERTS	
Registration Number:	3824616	HUTCHINSON YOUR TOTAL HOME ENERGY EXPERT	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5564		
Email:	trademarks@morganlewis.com		
Correspondent Name:	Seth A. Rappaport		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004-2541		
ATTORNEY DOCKET NUMBER:	119259-0009		
NAME OF SUBMITTER:	Seth A. Rappaport		
SIGNATURE:	/Seth A. Rappaport/		
DATE SIGNED:	11/17/2020		

CH \$140.00 5247206

Total Attachments: 7

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CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

THIS CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT (the “**Assignment**”) is entered into as of September 18, 2020 (the “**Effective Date**”) by Hutchinson Plumbing Heating Cooling, L.L.C., a New Jersey limited liability company, Barth Plumbing Heating Cooling, L.L.C., a New Jersey limited liability company, Hutchinson Energy Services LLC, a New Jersey limited liability company, HPHC Mechanical LLC, a New Jersey limited liability company (collectively, the “**Assignors**”), in favor of Horizon Services, LLC, a Delaware limited liability company (the “**Assignee**”). Assignors and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Assignors were the owners of the following intellectual property assets including those set forth on Exhibit A attached hereto: (i) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing), Internet domain names, IP addresses, internet and mobile account names (including social media names, “tags,” and “handles”) and other source indicators, together with all goodwill associated with each of the foregoing; (ii) copyrights and copyrightable works, including computer software and all source code, executable code and documentation used in or related to same; (iii) registrations and applications for any of the foregoing; (iv) confidential information, proprietary information and trade secrets, including know how, ideas, inventions, designs, technology, tools, methods, specifications, technical data, databases, data collections, client lists, supplier lists, pricing and cost information and business and marketing plans and proposals; (v) rights of privacy and publicity; and (vi) other similar proprietary and intangible rights all of the foregoing (collectively, the “**Company Group Intellectual Property**”);

WHEREAS, the Assignors and Assignee entered into a Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), and through the Purchase Agreement, Assignors transferred, among other things, all Company Group Intellectual Property to Assignee.

WHEREAS, the Assignors and Assignee wish to confirm the assignment of all Company Group Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignors hereby confirm that they irrevocably sold, assigned, conveyed, granted and transferred to Assignee all of their rights, titles, and interests in and to the Company Group Intellectual Property, including all goodwill associated therewith and all rights of action and remedies for past, present, and future infringements, in each case, free and clear of all liens, the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives.

2. Acceptance of Assignment. Upon the terms and subject to the conditions set forth herein and in the Purchase Agreement, Assignee hereby accepted the foregoing assignment and Assignors’ entire rights, titles and interests in, to and under the Company Group Intellectual Property.

3. Further Assurances. Following the Effective Date, as and when requested by a Party and without further consideration, each Party will execute and deliver, or cause to be executed and delivered, such other documents and instruments and will take, or cause to be taken, such further or other actions as the other Party may reasonably request or as otherwise necessary to evidence and effectuate the consummation of the transactions provided for in this Assignment.

4. Governing Law. This Assignment and any disputes relating hereto shall be governed and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of laws rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered, in person or by facsimile or electronic image scan, receipt acknowledged in each case, to the other Party to this Assignment.


6. Entire Agreement. This Assignment together with the Purchase Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

7. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.


[Signature page follows]

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

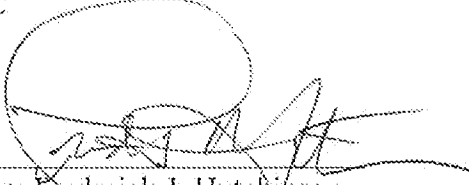
Assignors:
**HUTCHINSON PLUMBING HEATING
COOLING, L.L.C.**

By: 
Name: Frederick J. Hutchinson
Title: Chief Executive Officer


**BARTH PLUMBING HEATING
COOLING, L.L.C.**

By: 
Name: Frederick J. Hutchinson
Title: Chief Executive Officer

**HUTCHINSON ENERGY SERVICES
LLC**

By: 
Name: Frederick J. Hutchinson
Title: Chief Executive Officer

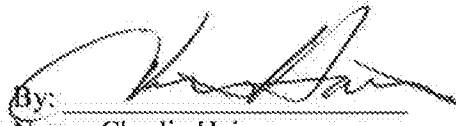
HPHC MECHANICAL LLC

By: 
Name: Frederick J. Hutchinson
Title: Chief Executive Officer

[Signature Page to Confirmatory IP Assignment]

TRADEMARK
REEL: 007108 FRAME: 0725

Assignee:
HORIZON SERVICES, LLC

By: 
Name: Charlie Haines
Title: Chief Executive Officer

[Signature Page to Confirmatory IP Assignment]

TRADEMARK
REEL: 007108 FRAME: 0726

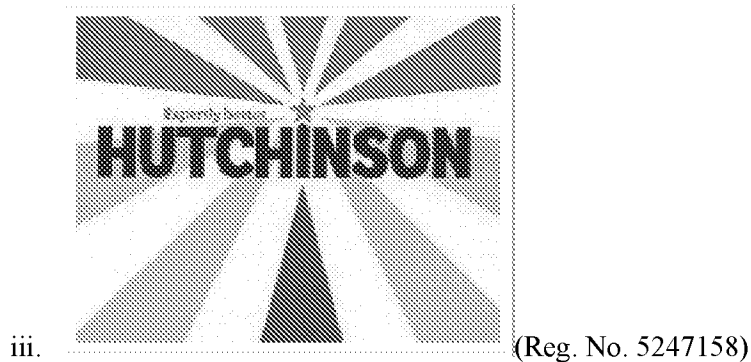
Exhibit A

Company Group Intellectual Property

1. Company Group IP Registrations

a. Trademarks

- i. **EXPERTLY BETTER** (Reg. No. 5247206)



- iv. **TRUST HUTCH.** (Reg. No. 4382184)
- v. **HUTCHINSON YOU TOTAL ENERGY EXPERTS** (Reg. No. 3824613)
- vi. **HUTCHINSON YOUR TOTAL HOME ENERGY EXPERTS** (Reg. No. 3824616)
- vii. **TRUST HUTCH.** (Reg. No. 4382184) will expire on February 13, 2020, unless the Seller Parties file a declaration of use and additional filing fee.

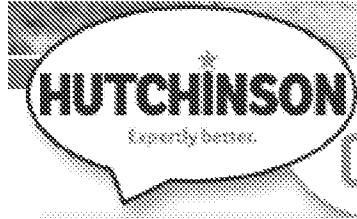
b. Copyrights

- i. **Hutchinson On-Line Quiz.** (Reg. No. VAu001155888)
- ii. **Hutchinson Quick Quiz.** (Reg. No. TX0007668727)
- iii. **Hutchinson Services Jingle.** (Reg. No. PA0001798967)
- iv. **Hutchinson Services Jingle Recording.** (Reg. No SR0000703333)

- c. Domain Names
 - i. The Company Group Domain Names are listed on the Domain Names Exhibit attached hereto.

2. Material Unregistered Company Group Intellectual Property

- a. Trademarks



- b. Copyrightable Subject Matter
 - i. Website content
 - ii. Promotional materials
- c. Proprietary Technology
 - i. None.
- d. Trade Secrets
 - i. Price lists
 - ii. Sales process
 - iii. Customer lists

Domain Names Exhibit

Domain Name	Status	Expiration Date	Auto-renew	Privacy	Transfer Lock	Registrar	Notes
acinaday.com	Active	7/5/2020	On	Public	Locked	godaddy.com	chose not to renew
expertcoolingrepair.com	Active	2/26/2020	On	Public	Locked	godaddy.com	chose not to renew
expertheatingrepair.com	Active	2/26/2020	On	Public	Locked	godaddy.com	chose not to renew
hutchbiz.mobi	Active	7/12/2020	On	Public	Locked	godaddy.com	chose not to renew
hutchcool.com	Active	6/29/2020	On	Public	Locked	godaddy.com	chose not to renew
hutchdi.com	Active	3/25/2020	On	Public	Locked	godaddy.com	chose not to renew
hutchfast.com	Active	6/30/2020	On	Public	Locked	godaddy.com	chose not to renew
hutchinsonhvac.com	Active	5/17/2020	On	Public	Locked	godaddy.com	chose not to renew
hutchschedule.com	Active	2/28/2020	On	Public	Locked	godaddy.com	chose not to renew
njquiz.com	Active	5/15/2020	On	Public	Locked	godaddy.com	chose not to renew
wittmanbiz.com	Active	3/8/2020	On	Public	Locked	godaddy.com	chose not to renew
acchecks.com	Active	9/29/2021	On	Public	Locked	godaddy.com	
amsmechanical.com	Active	11/8/2021	On	Public	Locked	godaddy.com	
barthbiz.com	Active	10/13/2020	On	Public	Locked	register.com	
expertlybetter.com	Active	1/26/2020	On	Public	Locked	godaddy.com	
heatercheck.com	Active	9/28/2021	On	Public	Locked	godaddy.com	
heatrebates.com	Active	10/6/2022	On	Public	Locked	godaddy.com	
hutchbiz.com	Active	9/28/2020	On	Public	Locked	register.com	
hutchcomfort.com	Active	11/25/2020	On	Public	Locked	godaddy.com	
hutchview.com	Active	2/13/2021	On	Public	Locked	godaddy.com	
hutchinsonenergyservices.com	Active	4/13/2022	On	Public	Locked	godaddy.com	
hutchinsonenergysolutions.com	Active	4/25/2023	On	Public	Locked	godaddy.com	
hutchinsonheatingcooling.com	Active	3/3/2027	On	Public	Locked	godaddy.com	
hutchinsonmechanicalservices.com	Active	2/15/2020	On	Public	Locked	godaddy.com	
hutchinsonphc.com	Active	12/3/2020	On	Public	Locked	godaddy.com	
hutchinsonplumbingheatingcooling.com	Active	2/15/2020	On	Public	Locked	godaddy.com	
hutchquickquiz.com	Active	4/24/2022	On	Public	Locked	godaddy.com	
njaudit.com	Active	3/7/2022	On	Public	Locked	godaddy.com	
njenergystar.com	Active	9/28/2022	On	Public	Locked	godaddy.com	
njview.com	Active	2/13/2021	On	Public	Locked	godaddy.com	
paerview.com	Active	2/13/2021	On	Public	Locked	godaddy.com	
trusthutch.com	Active	7/12/2022	On	Public	Locked	godaddy.com	
voteforcool.com	Active	7/20/2026	On	Public	Locked	godaddy.com	

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