

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sprinkler Warehouse, Inc.		06/01/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Heritage Landscape Supply Group, Inc.		
Street Address:	7440 S. Hwy 121		
City:	McKinney		
State/Country:	TEXAS		
Postal Code:	75070		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5849554	SPRINKLER WAREHOUSE	
Registration Number:	3730540	SPRINKLER WAREHOUSE	
Registration Number:	4291078	THE DO-IT-YOURSELF SPRINKLER STORE!	
Registration Number:	4255519	THE DO-IT-YOURSELF SPRINKLER STORE!	
Registration Number:	4262235	SW	
Registration Number:	4128839	SW	
Registration Number:	4238844	GATOR POINTS	
Registration Number:	4238843	GATOR ZONE	
Registration Number:	4343185	YELLOW JACKET	
Registration Number:	3612203		
Registration Number:	3741674	SPRINKLER WAREHOUSE	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Linda M. Merritt		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		

OP \$290.00 5849554

Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER: 1000234757

NAME OF SUBMITTER: Chris R Andersen

SIGNATURE: /Chris R Andersen/

DATE SIGNED: 03/05/2021

Total Attachments: 20

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BILL OF SALE

This Bill of Sale (“Bill of Sale”) is made and delivered as of June 1, 2020, by Sprinkler Warehouse, Inc., a Texas corporation (“Seller”), for the benefit of Heritage Landscape Supply Group, Inc., a Delaware corporation (“Buyer”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of June 1, 2020 (the “Asset Purchase Agreement”), pursuant to which, among other things, (i) Seller agreed to sell, transfer, assign and deliver to Buyer and Buyer agreed to purchase and take from each Seller, the Purchased Assets, and (ii) Buyer agreed to assume the Assumed Liabilities, in each case upon the terms and subject to the conditions set forth therein; and

WHEREAS, contemporaneously with the execution and delivery of the Asset Purchase Agreement, and at the Closing, Seller is to execute and deliver this Bill of Sale to Buyer.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Asset Purchase Agreement and set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, intending to be legally bound hereby, agrees as follows:

1. Seller does hereby sell, transfer, assign and deliver unto Buyer, and its successors and assigns, forever, all of Seller’s right, title and interest in and to the Purchased Assets free and clear of any Liens (other than Permitted Liens or as otherwise described in the Asset Purchase Agreement), TO HAVE AND TO HOLD such Purchased Assets with all appurtenances thereto, unto Buyer, and its successors and assigns, for its use forever. The Purchased Assets to be transferred hereby shall not include the Excluded Assets, which shall remain the property of Seller.

2. This Bill of Sale shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

3. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement, the terms of which are incorporated herein by reference, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Nothing in this Bill of Sale, expressed or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.


4. This Bill of Sale is executed and delivered pursuant to the Asset Purchase Agreement and subject to the representations, warranties, covenants, and agreements set forth therein. Seller makes no representations or warranties with respect to the Purchased Assets except as specifically set forth in the Asset Purchase Agreement.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Bill of Sale as of the date first written above.

SELLER:

SPRINKLER WAREHOUSE, INC.

By:


Name: Steven Okelberry
Title: President

[Signature Page to Bill of Sale]

TRADEMARK
REEL: 007212 FRAME: 0902

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”), effective as of June 1, 2020, is made and entered into by and among Heritage Landscape Supply Group, Inc., a Delaware corporation (“Buyer”), Sprinkler Warehouse, Inc., a Texas corporation (“Seller”), and, solely for the purposes stated herein, Steven Okelberry (the “Shareholder”);

WHEREAS, Seller engages in the Business (as defined below);

WHEREAS, Seller desires to sell certain of the assets that are used in connection with the Business, and Buyer desires to purchase such assets from Seller, on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Shareholder will receive substantial direct and indirect benefits from the transactions contemplated by this Agreement, including benefits as a result of his ownership interest in Seller, and as a condition and inducement to Buyer’s execution and delivery hereof, Buyer has required that the Shareholder agree to sell to Buyer all of the Shareholder’s personal goodwill related to the Business (“Shareholder Goodwill”) pursuant to that certain Shareholder Goodwill Purchase Agreement, dated as of the date hereof, by and between Buyer and the Shareholder (the “Shareholder Goodwill Purchase Agreement”) and agree to certain noncompetition and nonsolicitation provisions set forth in ARTICLE IX.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I Purchase of Assets

1.1 Purchase of Assets. As of the Effective Time (as defined below) and subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer, assign and deliver to Buyer all of Seller’s right, title and interest in, to and under the Purchased Assets (as defined below) free and clear of all Liens (as defined below), other than Permitted Liens (as defined below), and Buyer agrees to purchase and take the Purchased Assets free and clear of Liens (other than Permitted Liens), on the terms and subject to the conditions set forth in this Agreement. Subject to the provisions of Section 1.2, “Purchased Assets” means all tangible and intangible assets used in, generated by, necessary for the conduct of or directly related to the business of the sale and distribution of irrigation, landscape lighting and other complementary products throughout the United States, specifically through e-commerce and the Real Property, as defined below (such business, the “Business”), and specifically includes:

(a) all inventory of Seller (i) in transit (to the extent such inventory is paid for or subject to a payable) and (ii) located at or en route to Seller’s facilities at 8535 Jackrabbit Road, Suite A, Houston, Texas 77095 and 8525 Jackrabbit Road, Suite B, Houston, Texas 77095 (the “Real Property”), based on a physical count to be made by Buyer and Seller within seven (7) days after the Closing Date pursuant to Section 1.6(a), and not otherwise specifically excluded pursuant to Section 1.2 (“Inventory”);

(b) all trade accounts receivable, except as set forth on Schedule 1.2, related to, or having arisen from, the Business and all contract rights and guaranties associated with such accounts receivable (“Accounts Receivable”) and, to the extent assignable, all vendor receivables, including rebates and special buy income earned but not yet collected;

(c) to the extent assignable, all prepaid expenses, except as set forth on Schedule 1.2, deposits and petty cash related to the Business held at the Real Property;

(d) all personal property, except as set forth on Schedule 1.2, related to the Business: including all furniture, equipment, vehicles and leasehold improvements listed on Schedule 2.3 (“Fixed Assets”);

(e) all right, title and interest related to the Business (i) under the Assumed Contracts (as defined in Section 2.14(b) below), including all claims, counterclaims, cross claims, defenses, causes of action, rights or recourse with respect to the Assumed Contracts that are not expressly identified as Excluded Assets and (ii) to any leasehold estate (each, a “Leasehold Estate”) in the Real Property;

(f) all customer lists related to the Business, and all related files and other data;

(g) all goodwill related to the Business (“Seller Goodwill”), other than the Shareholder Goodwill;

(h) all Permits (as defined in Section 2.11 below) related to the Business, to the extent such Permits are legally transferable to Buyer;

(i) all Intellectual Property, including all right, title and interest in and to the following (except as set forth on Schedule 1.2):

(i) trade names, trade dress, trademarks and service marks related to the Business, including Seller’s common law trade name “Sprinkler Warehouse, Inc.” (and all similar derivations) and all Seller Goodwill associated therewith;

(ii) all fictional name filings, such as registered "doing business as" (DBA) names;

(iii) all other source identifiers, such as slogans, vanity telephone numbers, Twitter handles, and commonly used hashtags;

(iv) the websites and internet domains related to the Business, including those websites and internet domain names used in the operation of the Business listed on Schedule 1.1(i) and all of their respective contents (the “Websites”), and any other rights associated with the Websites, including email lists, passwords and usernames, except as set forth on Schedule 1.2;

(v) all social media accounts related to the Business, including but not limited to, Instagram, Twitter, Facebook, and Pinterest and associated user names, passwords and contents, except as set forth on Schedule 1.2;

(vi) all patents and patent applications, trade secrets and other Confidential Information or proprietary information; and

(vii) all rights of publicity, such as the right to use celebrities' names and likenesses;

(j) all claims, counterclaims, cross claims, defenses, causes of action, rights or recourse of Seller against any third Persons relating to the Business or the Purchased Assets, except those specifically excluded pursuant to Section 1.2, whether choate or inchoate, known or unknown, contingent or non-contingent;

(k) all books, records, ledgers, disks, proprietary information and other data used in connection with the Purchased Assets or related to the Business (including any and all written or electronic depositories of such information) and any and all warranties relating to the Purchased Assets; and

(l) all rights of Seller under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to any Purchased Assets.

1.2 Excluded Assets. It is hereby expressly acknowledged and agreed that certain assets shall remain the sole property of Seller and these assets (collectively, "Excluded Assets") shall include:

(a) any real property (other than any Leasehold Estate);

(b) all Inventory excluded pursuant to Section 1.6(a) below ("Excluded Inventory");

(c) all related party or Affiliate Accounts Receivable and other non-trade or non-vendor-related receivables of Seller, including any loans receivable or notes receivable from employees;

(d) all cash, cash equivalents, short-term investments, notes receivable, allowances for doubtful accounts and deferred taxes;

(e) all minute books, stock records, corporate documents and Tax Returns;

(f) all insurance policies and rights thereunder;

(g) all claims, counterclaims, cross claims, defenses, causes of action, rights or recourse relating to the Excluded Assets or Excluded Liabilities, including any insurance benefits;

(h) all claims for refund of Taxes and other governmental charges of whatever nature; provided, however, to the extent a refund relates to ad valorem Taxes described in Section 5.2(b), only to the extent that such ad valorem Taxes were paid by Seller;

- (i) all rights in connection with, and the assets of, Employee Benefit Plans;
 - (j) all rights of Seller under this Agreement and the agreements related hereto;
- and
- (k) other specific assets which are to be excluded from the purchase of the Business, as listed on Schedule 1.2.

1.3 Assumed Liabilities. At the Closing, Buyer will only assume Liabilities (as defined below) relating to (a) Seller's accounts payable (i) as reflected in the Financial Statements and calculated in accordance with Section 1.6(a) or (ii) relating to vendor transactions commenced in the ordinary course of business between March 31, 2020 and the Closing Date, (b) Seller's customer deposits, accrued customer rebates and reward programs, and accrued bonuses and commissions, (c) Seller's accrued vacation obligations for the Transferred Employees; *provided, however*, that the assumption of such obligations shall only be in the form crediting the Transferred Employees with the amount of earned but unused entitlement under Buyer's vacation policy as of the Closing as outlined in Section 6.1(f), and (d) all of Seller's future performance obligations relating to the operation of the Business after the Closing arising under the Assumed Contracts, and any Liabilities arising under such Assumed Contracts but in each case only to the extent caused by breaches of such contracts occurring after the Closing Date or any damages to third Persons to the extent cause by acts, omissions or events occurring after the Closing Date (collectively, the "Assumed Liabilities"). "Liabilities" means liabilities or obligations of any nature, whether absolute, accrued, contingent, liquidated or otherwise, and whether due or to become due, asserted or unasserted, known or unknown.

1.4 Excluded Liabilities. Other than the Liabilities specifically set forth in Section 1.3, Buyer is not assuming any further Liabilities of Seller or any of its Affiliates nor shall Buyer be liable for any Liabilities set forth below in this Section (such liabilities collectively being, the "Excluded Liabilities"). The Excluded Liabilities include but are not limited to, all of the Liabilities set forth below:

- (a) Payroll and employee benefits, including any Liabilities associated with any company deferred compensation, 401(k) or welfare benefit plan, loans or payables to the Shareholder, Taxes, current and long-term bank or other debt, accrued interest, notes, mortgages, guarantees and capital leases;
- (b) Liabilities in respect of the Excluded Assets;
- (c) Liabilities relating to Litigation (as defined below);
- (d) Liabilities relating to indebtedness for borrowed money;
- (e) Liabilities relating to loans or payables to Seller or to any other related party or Affiliate of Seller, or other Liabilities of Seller or of any other related party or Affiliate of Seller;
- (f) Liabilities relating to Taxes (i) of Seller; (ii) arising out of or resulting from the use, ownership or operation of the Purchased Assets or the Business by Seller on or prior

2.17 Intellectual Property Rights.

(a) Set forth on Schedule 2.17(a) is a complete list of all internet domain names, registered Intellectual Property owned by Seller, pending applications for registration of Intellectual Property owned by Seller, and material unregistered Intellectual Property owned by Seller, including but not limited to copyrights (including software), trademarks, trade names, logos and service marks related to the Business. With respect to domain names, in each case, the administrative contact of record for such internet domain name registration is a current employee of Seller. Schedule 1.2 contains a list of any Intellectual Property that shall remain the property of Seller following the Closing. Schedule 2.17(a) lists (i) the jurisdictions in which each such listed patent, trademark or copyright (and applications therefor) has been issued, registered or in which any such application for such issuance and registration has been filed, (ii) the registration or application number and date, as applicable, and (iii) the owner of the item. Schedule 2.17(a) also contains a complete and accurate list of all social media accounts and commercial transaction accounts (e.g., PayPal accounts) (the "Accounts") related to the Business. Seller will make available to Buyer promptly after the Closing the user names and passwords associated with the Accounts. Seller's uses of its Accounts are in all material respects complying with and have at all times complied in each material respect with each applicable Law as well as all terms and conditions or terms of use applicable to the Accounts (the "Account Terms"). Each of Seller's employees that is responsible for Seller's Accounts uses the Accounts exclusively for the Business and upon termination of their relationship with Seller, relinquishes any passwords or other access information for the Accounts. There are no legal actions, audits, or investigations, whether settled, pending, or, to the knowledge of Seller, threatened, alleging any (A) breach or other violation of any Account Terms by Seller; (B) violation under the Digital Millennium Copyright Act, 1998 or (C) defamation or violation of rights of any Person in connection with its use of social media; provided, however, a representation regarding any matter conducted ex parte or that has not been noticed, served or disclosed by a government agency is made only to the knowledge of Seller.

(b) Except as set forth on Schedule 2.17(b), Seller owns all right, title and interest in and to the Intellectual Property, or uses such Intellectual Property under a valid license. All Intellectual Property owned by Seller is valid, subsisting and enforceable.

(c) The Intellectual Property comprises all of the intellectual property and proprietary rights used in, generated by, necessary for the conduct of or directly related to the Business as currently conducted by Seller or, to the knowledge of Seller, as currently proposed to be conducted by Seller.

(d) Seller has executed valid written agreements with each former and current employee and contractor and other Persons who have contributed to the development of any Intellectual Property (that, with respect to contractors, is owned or purported to be owned by Seller) pursuant to which each such former and current employee and contractor has assigned to Seller all their rights, title and interest in and to the Intellectual Property so developed such that Seller has obtained ownership of, and is the exclusive owner of, all such Intellectual Property, in each case free and clear of all Liens or obligations to others.

(e) Seller has not received any written notices of, nor, to the knowledge of Seller, is there, any infringement, misappropriation or conflict with rights of any third Person with respect to the Intellectual Property, including any demand or request that Seller licenses rights from a third Person.

(f) The operation of the Business as previously and presently conducted, has not infringed, misappropriated or otherwise come into conflict with any rights of any third Persons, including with respect to Intellectual Property set forth on Schedule 2.17(a), and do not infringe, misappropriate or otherwise conflict with any such rights, and Seller is not aware of any infringement, misappropriation or conflict which will occur as a result of the continued operation of the Business as currently conducted.

(g) No interference, opposition, reissue, reexamination, or other proceeding is pending or, to the knowledge of Seller, threatened, in which the scope, validity or enforceability of any Intellectual Property owned or purported to be owned by Seller, is being, has been, or could reasonably be expected to be contested or challenged; provided, however, a representation regarding any matter conducted ex parte or that has not been noticed, served or disclosed by a government agency is made only to the knowledge of Seller.

(h) Except with respect to licenses of commercial off-the-shelf software, Seller is not required, obligated, or under any Liability whatsoever, to make any payments by way of royalties, fees or otherwise to any owner, licensor of, or other claimant to, any Intellectual Property, or any other Person, with respect to the use thereof or in connection with the Business as currently conducted.

(i) Seller has taken commercially reasonable security measures to protect the secrecy, confidentiality and value of all the trade secrets included in the Intellectual Property and any other non-public, proprietary information included in the Intellectual Property, which measures are reasonable in the industry in which Seller operates.

(j) Seller maintains commercially reasonable policies, procedures, and rules regarding data privacy, data protection and data security that comply with all Data Security Requirements in all material respects. The acquisition, maintenance, use, processing and disclosure of Personal Data with respect to the Business complies, and at all times in the past three (3) years has complied, in all material respects with all Data Security Requirements.

(k) To the knowledge of Seller, Seller has not suffered any security incidents or breaches within the past three (3) years that have resulted in a third party obtaining access to any Personal Data or Confidential Information of Seller or any of its customers or suppliers.

2.18 Environmental Matters.

(a) (i) Seller has conducted the Business, and the Business and the Purchased Assets are, in material compliance with applicable Environmental Laws (as defined below) and with the terms of any Permit issued under Environmental Law; (ii) no proceeding is

(j) the term “Intellectual Property” means all of the following which are owned by, issued to, licensed to or used by Seller in connection with the Business, along with all income, royalties, damages and payments accrued, due or payable as of the Closing Date or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world): patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, extension or reexamination thereof; trademarks, trade names, service marks and trade dress and all translations, adaptations, derivations and combinations of the foregoing (and all logos related to the foregoing), together with all goodwill associated therewith; copyrights and copyrighted works; internet domain names; and all registrations, applications and renewals for any of the foregoing; trade secrets and other Confidential Information or proprietary information, including ideas, know-how, related processes and techniques, research and development information, drawings, specifications, designs, plans, proposals and technical data and manuals; computer software (including data and related documentation); websites and related content; social media accounts; rights of publicity; and all other intangible properties and rights used by Seller in connection with the Business;

(k) the phrase “to the knowledge of Seller” or “known to Seller” or terms of similar intent mean to the actual knowledge of the Shareholder after reasonable inquiry of such Person’s direct reports with responsibility for the subject matter of the representation, warranty or other statement qualified by such phrase, and shall not include the undisclosed knowledge of any other Person associated with Seller;

(l) the term “Lien” means any obligation, lien, Claim, pledge, security interest, Liability, charge, spousal interest (community or otherwise), contingency or other encumbrance or claim of any nature;

(m) a “Material Adverse Change” shall be deemed to have occurred if an event, change, condition or effect has occurred that, individually or together with all other events, changes, conditions or effects, would have, or could reasonably be expected to have, a material adverse effect on the Business, condition (financial or otherwise), capitalization, properties, Purchased Assets, Assumed Liabilities, conduct, operations, results of operations, or prospects of Seller, taken as a whole (whether or not arising from transactions in the ordinary course of business);

(n) the term “Permitted Lien” means liens for current Taxes not yet due and payable and liens for Taxes being contested in good faith, as to which appropriate reserves have been established by such Person in its books;

(o) the term “Person” means any individual, corporation, partnership, Governmental Body or other entity;

(p) the term “Personal Data” means any data or other information (including protected health information) that identifies, relates to, describes, is capable of being

IN WITNESS WHEREOF, Buyer, Seller and the Shareholder have executed this Agreement as of the date written on the first page hereof.

BUYER:

**HERITAGE LANDSCAPE SUPPLY
GROUP, INC.**

By: 

Name: John S. Davis
Title: Vice President

SELLER:

SPRINKLER WAREHOUSE, INC.

By: _____

Name: Steven Okelberry
Title: President

SHAREHOLDER:

STEVEN OKELBERRY

IN WITNESS WHEREOF, Buyer, Seller and the Shareholder have executed this Agreement as of the date written on the first page hereof.

BUYER:

**HERITAGE LANDSCAPE SUPPLY
GROUP, INC.**

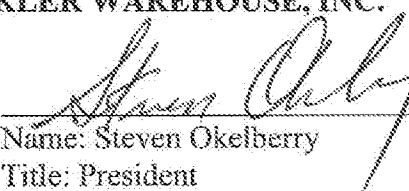
By: _____

Name: John S. Davis
Title: Vice President

SELLER:

SPRINKLER WAREHOUSE, INC.

By: _____


Name: Steven Okelberry
Title: President

SHAREHOLDER:



STEVEN OKELBERRY

Schedule 1.2 Excluded Assets

1. Any vehicles titled in the name of the Shareholder or his family members.
2. The following items, which will be removed prior to or in connection with the termination of the Shareholder's employment with Buyer:
 - a. Antique irrigation parts collection.
 - b. Alligator table with glass top.
 - c. Artwork and stacked-book end table in the Shareholder's office.
 - d. Pinball machines.
 - e. Popcorn machines from the Shareholder's home theatre business.
3. Prepaid expenses relating to the Excluded Assets, including any refunds attributable to insurance premiums.
4. Points, gift cards or other reward programs related to FedEx or company credit cards (including American Express) accrued up to the Closing.
5. The following domain names are Excluded Assets:

101YOUTUBE.COM
3DHOMETHEATERSYSTEMS.COM
AAUBASKETBALLTRAINING.COM
AFFORDABLEBACKYARDTV.COM
AFFORDABLEBACKYARDTVS.COM
AFFORDABLEOUTDOORTV.COM
AFFORDABLEOUTDOORTVS.COM
ANTHONYOKELBERRY.COM
BACKYARDHOMETHEATERS.COM
BACKYARDMOVIETHEATERS.COM
BACKYARDTVINSTALL.COM
BACKYARDTVINSTALLATION.COM
BACKYARDTVINSTALLATIONS.COM
BACKYARDTVINSTALLS.COM
CASEQUANTITIES.COM
CASEQUANTITY.COM
CENTERSTAGECONCESSION.COM
CENTERSTAGECONCESSIONS.COM
CENTERSTAGEPOPCORN.COM
clubwakeboarding.com
DAILYBREWCAFE.COM
dripwakeboards.com

ESTRADAHOME.COM
estradahome.com
okelberry.com
teachinghoopsusa.com
HGCI.COM
HGCI.NET
HGCI.ORG
HOMETHEATERBLOGS.COM
HOMETHEATERCLASS.COM
HOMETHEATERCLASSES.COM
HOMETHEATERCOURSE.COM
HOMETHEATERCOURSES.COM
HOMETHEATERCUSTOMINSTALL.COM
HOMETHEATERCUSTOMINSTALLATION.COM
HOMETHEATERCUSTOMINSTALLATIONS.COM
HOMETHEATERCUSTOMINSTALLS.COM
HOMETHEATERDIYHELP.COM
HOMETHEATERFORLESS.COM
HOMETHEATERGEAR.COM
HOMETHEATERGEAR2.COM
HOMETHEATERGEARBLOG.COM
HOMETHEATERGEARINSTALLATION.COM

HOMETHEATERINSTALLATION.COM
 HOMETHEATERINSTALLATIONSHOUSTON.COM
 HOMETHEATERINSTALLED.COM
 HOMETHEATERINSTALLER.COM
 HOMETHEATERSEATING4LESS.COM
 HOMETHEATERSEATINGHOUSTON.COM
 HOMETHEATERSEATINGREVIEWS.COM
 HOMETHEATERSEATSHOUSTON.COM
 HOMETHEATERSINSTALLED.COM
 HOMETHEATERSUPPLY.COM
 HOMETHEATERSYSTEMBOOTCAMP.COM
 HOMETHEATERSYSTEMHOUSTON.COM
 HOMETHEATERSYSTEMINSTALL.COM
 HOMETHEATERSYSTEMINSTALLATION.COM
 HOMETHEATERSYSTEMINSTALLATIONS.COM
 HOMETHEATERSYSTEMINSTALLS.COM
 HOMETHEATERTALK.COM
 HOMETHEATERTUBE.COM
 HOMETHEATERWAREHOUSE.COM
 HOMETHEATREROOMS.COM
 HOUSTONHOMETHEATERSYSTEM.COM
 HOUSTONLIGHTS.COM
 HOUSTONTHEATERSYSTEM.COM
 HTGEAR.COM
 ICENTERSTAGE.COM
 INSTALLHOMETHEATERHOUSTON.COM
 KELLYPETSITTING.COM
 lateshipmentrefund.com
 lateshipmentrefunds.com
 lateshipmentsrefund.com
 lateshipmentsrefunds.com
 lateshipping.com
 lateshippingrefund.com
 lateshippingrefunds.com
 LINKHOUND.COM
 LITTLECORNERSTORE.COM
 LOOKOUTMAN.COM
 LOWCOSTHOMENEEDS.COM
 markokelberry.com
 MYBACKYARDTV.COM
 MYBACKYARDTVS.COM
 MYCORNERSTORE.COM
 NEXTDAYREPAIRPART.COM
 NEXTDAYREPAIRPARTS.COM
 NICHOLASOKELBERRY.COM
 OKELBERRY.COM
 OKELBERRYS.COM
 ONSALEDRUGS.COM
 OUTDOORTVINSTALL.COM
 OUTDOORTVINSTALLATIONS.COM
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 PATTYS-PICS.COM
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 POPCORN4LESS.COM
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 POPCORNMACHINESUSA.COM
 POPCORNMACHINEUSA.COM
 POPCORNMACHINEWAREHOUSE.COM
 PROHOMETHEATERS.COM
 REPAIRPARTSFAST.COM
 REPAIRPARTWAREHOUSE.COM
 REPAIRPARTWAREHOUSE.COM
 SAVEONHOMEITEMS.COM
 SEWSEWSPECIAL.COM
 SEWSPECIALCLASS.COM
 SEWSPECIALCLASSES.COM
 SEWSPECIALHOUSTON.COM
 SNAMARKETING.COM
 SNAOUTDOOR.COM
 SNAOUTDOORS.COM
 SNASTORE.COM
 SNAWEBSITEDESIGNS.COM
 SNAWEBSITEMARKETING.COM
 SNAWEBSITES.COM
 SOSEWSPECIAL.COM
 SOSPECIALHOUSTON.COM
 STEPHANIEOKELBERRY.COM

STEVENOKELBERRY.COM
STEVEOKELBERRY.COM
tammyokelberry.com
TEACHINGHOOPSUSA.COM
THEATERGEEKS.COM
THEATERSEATOUTLET.COM
THEATERSEATSHOUSTON.COM

THEATERSYSTEMHOUSTON.COM
THEOKELBERRYS.COM
THEWORLDPLAYLIST.COM
TVANDHOMETHEATERINSTALLATION.COM
TVINSTALLATIONSHOUSTON.COM
AFFORDABLESPRINKLER.COM
AFFORDABLESPRINKLERS.COM

Schedule 2.17(a) Intellectual Property Rights

Trademarks, Trademark Applications, and Copyrights:

See attached Trademark Portfolio of Seller

Content on sprinklerwarehouse.com and school.sprinklerwarehouse.com. Seller does not own trademarks or copyrights of vendors related to products listed on website (e.g., Rainbird).

Domain Names:

See Schedule 1.1(i).

Logo:

See design-related trademarks above.

Apps:

Facebook, Twitter, YouTube and Instagram accounts.

Schedule 2.17(b) Exceptions to Intellectual Property Rights

1. None.

TRADEMARK PORTFOLIO


Mark	Class/Goods	App. Date App. No.	Reg. Date Reg. No.	Sec. 8 & 15 due [U.S.]	Renewal due date (renewal due every 10 years)	STATUS
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Sprinkler Warehouse, Inc.


UNITED STATES

SPRINKLER WAREHOUSE	035, On-line retail store services featuring irrigation systems, parts, and accessories; On-line wholesale store services featuring irrigation systems, parts, and accessories; Wholesale and retail store services featuring irrigation systems, parts, and accessories	1/16/19 88263657	9/3/19 5849554	9/3/25	9/3/29	REGISTERED
THE DO-IT-YOURSELF SPRINKLER STORE!	037, Educational and entertainment services, namely, providing a website featuring online non-downloadable videos in the field of installation, repair and maintenance of irrigation and sprinkler systems and landscape and outdoor lighting; 038, Educational and entertainment services, namely, providing online forums for the transmission of messages among computer users in the fields of irrigation and sprinkler systems and landscape and outdoor lighting; 041, Educational and entertainment	12/28/11 85504819	2/19/13 4291078		2/19/23	REGISTERED

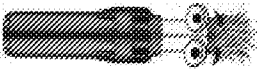
TRADEMARK PORTFOLIO

Mark	Class/Goods	App. Date App. No.	Reg. Date Reg. No.	Sec. 8 & 15 due [U.S.]	Renewal due date (renewal due every 10 years)	STATUS
	services, namely, providing a website featuring online tutorials and blogs in the fields of irrigation and sprinkler systems and landscape and outdoor lighting					
<p>SW (+Gator Design)</p> 	<p>037, Educational and entertainment services, namely, providing a website featuring online non-downloadable videos in the field of installation, repair and maintenance of irrigation and sprinkler systems and landscape and outdoor lighting;</p> <p>038, Educational and entertainment services, namely, providing online forums for the transmission of messages among computer users in the fields of irrigation and sprinkler systems and landscape and outdoor lighting;</p> <p>041, Educational and entertainment services, namely, providing a website featuring online tutorials and blogs in the fields of irrigation and sprinkler systems and landscape and outdoor lighting</p>	<p>9/7/11</p> <p>85416591</p>	<p>12/18/12</p> <p>4262235</p>		<p>12/18/22</p>	<p>REGISTERED</p>
<p>THE DO-IT-YOURSELF SPRINKLER STORE!</p>	<p>035, On-line retail store services featuring irrigation systems, parts, and accessories, outdoor lighting, lawn and garden supplies, and how-to books and DVDs on irrigation</p>	<p>12/28/11</p> <p>85504815</p>	<p>12/4/12</p> <p>4255519</p>		<p>12/4/22</p>	<p>REGISTERED</p>

TRADEMARK PORTFOLIO

Mark	Class/Goods	App. Date App. No.	Reg. Date Reg. No.	Sec. 8 & 15 due [U.S.]	Renewal due date (renewal due every 10 years)	STATUS
GATOR POINTS	035, Arranging and conducting incentive reward programs to promote the sale of irrigation systems, parts, and accessories, outdoor lighting, lawn and garden supplies, and how-to books and DVDs on irrigation	8/15/11 85398409	11/6/12 4238844		11/6/22	REGISTERED
GATOR ZONE	035, Arranging and conducting incentive reward programs to promote the sale of irrigation systems, parts, and accessories, outdoor lighting, lawn and garden supplies, and how-to books and DVDs on irrigation	8/15/11 85398402	11/6/12 4238843		11/6/22	REGISTERED
SW (+Gator Design)	009, Magnets 035, On-line retail store services featuring irrigation systems, parts, and accessories, outdoor lighting, lawn and garden supplies, and how-to books and DVDs on irrigation	9/7/11 85417006	4/17/12 4128839		4/17/22	REGISTERED
						
YELLOW JACKET	011, Repair kit for a pressure vacuum breaker backflow device that is part of a residential or commercial irrigation system, comprising a plastic bonnet, plastic poppet, plastic o-ring for bonnet, spring for poppet, and a nut.	8/15/11 85398415	5/28/13 4343185		5/28/23	REGISTERED

TRADEMARK PORTFOLIO

Mark	Class/Goods	App. Date App. No.	Reg. Date Reg. No.	Sec. 8 & 15 due [U.S.]	Renewal due date (renewal due every 10 years)	STATUS
Sprinkler Design 	035, On-line retail store services featuring irrigation systems, parts, and accessories	9/22/08 77575797	4/28/09 3612203		4/28/29	REGISTERED
SPRINKLER WAREHOUSE	035, On-line retail store services featuring irrigation systems, parts, and accessories	9/4/08 77562382	12/29/09 3730540		12/29/29	REGISTERED
SPRINKLER WAREHOUSE (Stylized)	035, On-line retail store services featuring irrigation systems, parts, and accessories	9/4/08 77562365	1/26/10 3741674		1/26/30	REGISTERED