

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mosquito Joe Franchising, LLC		03/25/2021	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	Mosquito Joe SPV LLC
Street Address:	1010 N. University Parks Drive
City:	Waco
State/Country:	TEXAS
Postal Code:	76707
Entity Type:	Limited Liability Company: VIRGINIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5311448	BEAT THE BLOODSUCKERS
Registration Number:	5311456	BEAT THE BLOODSUCKERS
Registration Number:	4940421	BECAUSE A YARD IS A TERRIBLE THING TO WA
Registration Number:	4940418	DID YOU MEAN TO DONATE BLOOD ON THE WAY
Registration Number:	4940420	GET YOUR OUTSIDE ON.
Registration Number:	4940411	HAVEN'T SEEN YOU OUTSIDE IN A WHILE.
Registration Number:	4940424	KEEP THE MOSQUITOS OFF THE GUEST LIST.
Registration Number:	4431937	MOJO
Registration Number:	5311462	MOJO BITES BACK
Registration Number:	5311441	MOJO BITES BACK
Registration Number:	3858271	MOSQUITO JOE
Registration Number:	4550144	MOSQUITO JOE
Registration Number:	4940429	MOSQUITOES, TICKS AND FLEAS, JOE'S ONTO
Registration Number:	4431938	OUTSIDE IS FUN AGAIN.
Registration Number:	4940416	PLAYTIME IS BACK.
Registration Number:	4767454	SHARE THE MOJO
Registration Number:	4940408	STOP SMACKING YOURSELF IN THE FACE.
Registration Number:	4940409	TIRED OF BEING THE MAIN COURSE IN YOUR O

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Property Type	Number	Word Mark
Registration Number:	5311046	WE'RE NOT YOUR AVERAGE JOE.
Registration Number:	4940422	YOUR BACKYARD, OUR BATTLEFIELD.

CORRESPONDENCE DATA

Fax Number: 3367342617
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.
Phone: 336-607-7503
Email: tadmin@kilpatricktownsend.com
Correspondent Name: Tiffani D. Otey
Address Line 1: 1001 West Fourth Street
Address Line 2: c/o Kilpatrick Townsend & Stockton LLP
Address Line 4: Winston-Salem, NORTH CAROLINA 27101-2400

NAME OF SUBMITTER:	Kimberly Weems
SIGNATURE:	/Kimberly Weems/
DATE SIGNED:	03/29/2021

Total Attachments: 8
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 25th day of March, 2021 is made and entered into by and between Mosquito Joe Franchising, LLC ("Assignor") and Mosquito Joe SPV LLC ("Assignee"). Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the record owner of the trademark registrations and trademark applications identified in the attached Schedule A (the "Trademarks");

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks (including all goodwill symbolized thereby and associated therewith), and the Parties wish to record such assignment with the relevant trademark offices:

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


1. Pursuant to the Contribution Agreement, Assignor hereby assigns and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor's entire rights, title, and interests in, to and under the Trademarks, including, without limitation, (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all powers and rights of Assignor under the Trademarks, including without limitation, legal actions and rights and remedies at law or in equity for past, present, or future infringements, dilutions, or other violations of the Trademarks, including without limitation, the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Assignor hereby authorizes and requests the trademark office to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor's respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in digital or electronic form (including via .pdf signature) and in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

MOSQUITO JOE FRANCHISING, LLC

By: 

Name: Jon Shell
Title: Treasurer

ASSIGNEE:

MOSQUITO JOE SPV LLC

By: 

Name: Jon Shell
Title: Treasurer

Signature Page to Trademark Assignment

Schedule A

Trademarks

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	BEAT THE BLOODSUCKERS	Registered	87451473 May 16, 2017	5311448 Oct 17, 2017	Mosquito Joe IP, LLC	36 Charitable fundraising services; online charitable fundraising.	Sec 8 and/or 15 Filing Deadline Oct 17, 2023 Sec 8/9 Renewal Deadline Oct 17, 2027
United States of America	BEAT THE BLOODSUCKERS	Registered	87460465 May 23, 2017	5311456 Oct 17, 2017	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Oct 17, 2023 Sec 8/9 Renewal Deadline Oct 17, 2027
United States of America	BEAT THE BLOODSUCKERS	Registered	86696364 Jul 17, 2015	4940421 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America	DID YOU MEAN TO DONATE BLOOD ON THE WAY TO THE MAILBO	Registered	86696351 Jul 17, 2015	4940418 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America	DO YOU MEAN TO DONATE BLOOD ON THE WAY TO THE MAILBO	Registered	86696356 Jul 17, 2015	4940420 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America	GET YOUR OUTSIDE ON	Registered	86696356 Jul 17, 2015	4940420 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026

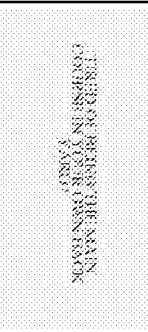
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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	HAVENT SEEN YOU OUTSIDE IN A WHILE.	Registered	86696282 Jul 17, 2015	4940411 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America	KEEP THE MOSQUITOS OFF THE GUEST LIST.	Registered	86696387 Jul 17, 2015	4940424 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America	MOJO	Registered	85880745 Mar 20, 2013	4431937 Nov 12, 2013	Mosquito Joe IP, LLC	37 Pest control.	Sec 8/9 Renewal Deadline Nov 12, 2023
United States of America	MOJO BITES BACK	Registered	87468203 May 30, 2017	5311462 Oct 17, 2017	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Oct 17, 2023 Sec 8/9 Renewal Deadline Oct 17, 2027
United States of America	MOJO BITES BACK	Registered	87443700 May 10, 2017	5311441 Oct 17, 2017	Mosquito Joe IP, LLC	36 Charitable fundraising services; online charitable fundraising.	Sec 8 and/or 15 Filing Deadline Oct 17, 2023 Sec 8/9 Renewal Deadline Oct 17, 2027
United States of America	MOSQUITO JOE	Registered	77893952 Dec 15, 2009	3858271 Oct 5, 2010	Mosquito Joe IP, LLC	37 Pest control.	Sec 8/9 Renewal Deadline Oct 5, 2030
United States of America	MOSQUITO JOE & DESIGN	Registered	85880749 Mar 20, 2013	4550144 Jun 17, 2014	Mosquito Joe IP, LLC	37 Mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8/9 Renewal Deadline Jun 17, 2024

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	MOSQUITOS, TICKS AND FLEAS, JOE'S ONTO YOU.	Registered	86696424 Jul 17, 2015	4940429 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America	OUTSIDE IS FUN AGAIN.	Registered	85880747 Mar 20, 2013	4431938 Nov 12, 2013	Mosquito Joe IP, LLC	37 Pest control.	Sec 8/9 Renewal Deadline Nov 12, 2023
United States of America	PLAYTIME IS BACK.	Registered	86696322 Jul 17, 2015	4940416 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America	SHARE THE MOJO	Registered	86364910 Aug 13, 2014	4767454 Jul 7, 2015	Mosquito Joe IP, LLC	35 Customer referral services in the field of mosquito and other pest control services; promoting goods and services in the field of mosquito and other pest control services by providing incentives to existing customers to provide referrals to potential customers; promoting goods and services in the field of mosquito and other pest control services by providing incentives to existing customers to provide referrals to friends, family and potential customers using social networks; email or face-to-face.	Sec 8 and/or 15 Filing Deadline Jul 7, 2021 Sec 8/9 Renewal Deadline Jul 7, 2025
United States of America	STOP SMACKING YOURSELF IN THE FACE.	Registered	86696265 Jul 17, 2015	4940408 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	TIRED OF BEING THE MAIN COURSE IN YOUR BACK YARD? 	Registered	86696271 Jul 17, 2015	4940409 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America	WE'RE NOT YOUR AVERAGE JOE.	Registered	87388158 Mar 28, 2017	5311046 Oct 17, 2017	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Oct 17, 2023 Sec 8/9 Renewal Deadline Oct 17, 2027
United States of America	YOUR BACKYARD, OUR BATTLEFIELD.	Registered	86696369 Jul 17, 2015	4940422 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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