

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635710

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mr. Appliance LLC		03/25/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mr. Appliance SPV LLC		
<b>Street Address:</b>	1010 N. University Parks Drive		
<b>City:</b>	Waco		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76707		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2156331	MR APPLIANCE EXPERT APPLIANCE REPAIR	
<b>Registration Number:</b>	2176306	MR. APPLIANCE	
<b>Registration Number:</b>	3508434	MR. APPLIANCE EXPERT APPLIANCE REPAIR	
<b>Registration Number:</b>	3243397		
<b>Registration Number:</b>	5617154		
<b>Registration Number:</b>	3634525	SERVICE ON YOUR SCHEDULE	
<b>Registration Number:</b>	3634627	SOS	
<b>Registration Number:</b>	4331356	SOS SERVICE ON YOUR SCHEDULE	
<b>Registration Number:</b>	5810190	SPEEDY EXPERT SERVICE	
<b>Registration Number:</b>	3236386	TOOLBOX	
<b>Registration Number:</b>	2303149		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3366077500		
<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>			
<b>Phone:</b>	336-607-7513		
<b>Email:</b>	mjarrell@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Michelle Jarrell, Paralegal		
<b>Address Line 1:</b>	Kilpatrick Townsend & Stockton LLP		
<b>Address Line 2:</b>	1001 West Fourth Street		

OP \$290.00 2156331

TRADEMARK

<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27101
<b>ATTORNEY DOCKET NUMBER:</b>	1232560
<b>NAME OF SUBMITTER:</b>	Tiffani D. Otey
<b>SIGNATURE:</b>	/Tiffani D. Otey/
<b>DATE SIGNED:</b>	03/31/2021
<b>Total Attachments: 5</b> source=II.F.01.17 Mr. Appliance Trademark Assignment#page1.tif source=II.F.01.17 Mr. Appliance Trademark Assignment#page2.tif source=II.F.01.17 Mr. Appliance Trademark Assignment#page3.tif source=II.F.01.17 Mr. Appliance Trademark Assignment#page4.tif source=II.F.01.17 Mr. Appliance Trademark Assignment#page5.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 25th day of March, 2021 is made and entered into by and between Mr. Appliance LLC ("Assignor") and Mr. Appliance 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:

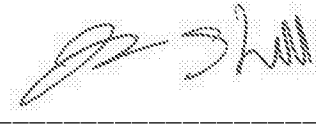
MR. APPLIANCE LLC

By: 

Name: Jon Shell  
Title: Treasurer

ASSIGNEE:

MR. APPLIANCE SPV LLC


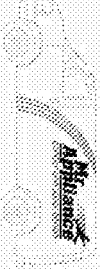


By: 

Name: Jon Shell  
Title: Treasurer

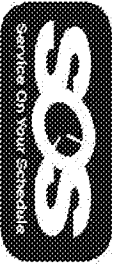
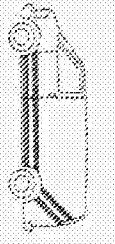
Signature Page to Trademark Assignment

**Schedule A**

Trademarks

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	MR APPLIANCE EXPERT APPLIANCE REPAIR (and design)	Registered	75204002 Nov 21, 1996	2156331 May 12, 1998	Mr. Appliance LLC	37 Installation, repair and refurbishment of all types of appliances.	Sec 8/9 Renewal Deadline May 12, 2028
United States of America							
United States of America	MR. APPLIANCE	Registered	75233912 Jan 30, 1997	2176306 Jul 28, 1998	Mr. Appliance LLC	37 Installation, repair and refurbishment of all types of appliances.	Sec 8/9 Renewal Deadline Jul 28, 2028
United States of America	MR. APPLIANCE EXPERT APPLIANCE REPAIR (and new van wrap design)	Registered	77410564 Mar 1, 2008	3508434 Sep 30, 2008	Mr. Appliance LLC	37 Installation, repair and refurbishment of all types of appliances.	Sec 8/9 Renewal Deadline Sep 30, 2028
United States of America							
United States of America	MR. SWIFTY Design	Registered	76663465 Jul 21, 2006	3243397 May 22, 2007	Mr. Appliance LLC	37 Installation, repair and refurbishment of all types of appliances.	Sec 8/9 Renewal Deadline May 22, 2027
United States of America							
United States of America	RUNNING MAN DESIGN	Registered	87881365 Apr 17, 2018	5617154 Nov 27, 2018	Mr. Appliance LLC	37 Installation, repair and refurbishment of all types of appliances.	Sec 8 and/or 15 Filing Deadline Nov 27, 2024 Sec 8/9 Renewal Deadline Nov 27, 2028
United States of America							

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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	SERVICE ON YOUR SCHEDULE	Registered	77595119 Oct 17, 2008	3634525 Jun 9, 2009	Mr. Appliance LLC	35 Arranging for others the repair and refurbishment of commercial and residential appliances.	Sec 8/9 Renewal Deadline Jun 9, 2029
United States of America	SOS	Registered	77601613 Oct 27, 2008	3634627 Jun 9, 2009	Mr. Appliance LLC	35 Arranging for others the repair and refurbishment of commercial and residential appliances.	Sec 8/9 Renewal Deadline Jun 9, 2029
United States of America	SOS SERVICE ON YOUR SCHEDULE (and design)	Registered	85711452 Aug 23, 2012	4331356 May 7, 2013	Mr. Appliance LLC	35 Arranging for others the repair and refurbishment of commercial and residential appliances.	Sec 8/9 Renewal Deadline May 7, 2023
United States of America							
United States of America	SPEEDY EXPERT SERVICE	Registered	87881280 Apr 17, 2018	5810190 Jul 23, 2019	Mr. Appliance LLC	37 Installation, repair and refurbishment of all types of appliances.	Sec 8 and/or 15 Filing Deadline Jul 23, 2025 Sec 8/9 Renewal Deadline Jul 23, 2029
United States of America	TOOLBOX	Registered	78769968 Dec 9, 2005	3236386 May 1, 2007	Mr. Appliance LLC	16 Printed publications, namely, newsletters for franchisees and their associates in the field of installation, repair and refurbishment of all types of appliances.	Sec 8/9 Renewal Deadline May 1, 2027
United States of America	VAN STRIPE DESIGN 	Registered	75206228 Dec 2, 1996	2303149 Dec 28, 1999	Mr. Appliance LLC	37 Installation, repair and refurbishment of all types of appliances.	Sec 8/9 Renewal Deadline Dec 28, 2029

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