

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM634905

<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. Rooter LLC		03/25/2021	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mr. Rooter 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: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3017103	AMERICA'S TROUBLE SHOOTER	
<b>Registration Number:</b>	1302279	AMERICA'S TROUBLE SHOOTER	
<b>Registration Number:</b>	2069036	BIOCHOICEES	
<b>Registration Number:</b>	2589108	HYDROSCRUB	
<b>Registration Number:</b>	0933403	MR. ROOTER	
<b>Registration Number:</b>	2688517	MR. ROOTER	
<b>Registration Number:</b>	0982684	MR. ROOTER	
<b>Registration Number:</b>	3722155	MR.ROOTER	
<b>Registration Number:</b>	1964249	MR. ROOTER	
<b>Registration Number:</b>	3684983	MR. ROOTER PLUMBING	
<b>Registration Number:</b>	2907769		
<b>Registration Number:</b>	2683543		
<b>Registration Number:</b>	3733777	MR.ROOTER MR.ROOTER PLUMBING	
<b>Registration Number:</b>	2677643	NO ORDINARY PLUMBER	
<b>Registration Number:</b>	3162642	PIPELINE	
<b>Registration Number:</b>	1076126	"QUICK-AS-A-WINK"	
<b>Registration Number:</b>	3365044	THE PLUMBER YOU DESERVE.	
<b>Registration Number:</b>	4226897	THE PLUMBING COMPANY NORTH AMERICA LOVES	
<b>Registration Number:</b>	3524169	THERE'S A REASON THEY CALL US MR.	
<b>TRADEMARK</b>			

OP \$590.00 3017103

Property Type	Number	Word Mark
Registration Number:	4571645	TOTAL DRAIN
Registration Number:	2174171	
Registration Number:	3841013	WATER-WISE
Registration Number:	3992782	WATER-WISE

**CORRESPONDENCE DATA**

**Fax Number:** 4048156555  
*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:** 4048156500  
**Email:** byates@kilpatricktownsend.com  
**Correspondent Name:** Barbara Yates, Paralegal  
**Address Line 1:** 1100 Peachtree Street, Suite 2800  
**Address Line 2:** c/o Kilpatrick Townsend & Stockton LLP  
**Address Line 4:** Atlanta, GEORGIA 30309-4528

<b>ATTORNEY DOCKET NUMBER:</b>	1232560
<b>NAME OF SUBMITTER:</b>	Barbara Yates
<b>SIGNATURE:</b>	/Barbara Yates/
<b>DATE SIGNED:</b>	03/26/2021

**Total Attachments: 7**  
source=Mr. Rooter Trademark Assignments#page1.tif  
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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 Mr. Rooter LLC (“Assignor”) and Mr. Rooter 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. ROOTER LLC

By:   
-----  
Name: Jon Shell  
Title: Treasurer

ASSIGNEE:



MR. ROOTER 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	AMERICAS TROUBLE SHOOTER	Registered	76613466 Sep 27, 2004	3017103 Nov 22, 2005	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Nov 22, 2025
United States of America	AMERICAS TROUBLE SHOOTER (and design)	Registered	73427606 May 25, 1983	1302279 Oct 23, 1984	Mr. Rooter LLC	37 Sewer and drain cleaning services.	Sec 8/9 Renewal Deadline Oct 23, 2024
							
United States of America	BIOCHOICEES	Registered	75066156 Mar 1, 1996	2069036 Jun 10, 1997	Mr. Rooter LLC	01 Chemical preparation in the nature of biological agents for the preventive maintenance of drains and septic systems. 03 Drain openers.	Sec 8/9 Renewal Deadline Jun 10, 2027
United States of America	HYDROSCRUB	Registered	75827317 Oct 19, 1999	2589108 Jul 2, 2002	Mr. Rooter LLC	37 Cleaning services, namely, a procedure employing high pressure water usage, and numerous and varied types of water machines, to clean drains, concrete areas and grease problems.	Sec 8/9 Renewal Deadline Jul 2, 2022
United States of America	MR. ROOTER	Registered	72344582 Nov 25, 1969	0933403 May 2, 1972	Mr. Rooter LLC	37 Sewer and drain cleaning services.	Sec 8/9 Renewal Deadline May 2, 2022
United States of America	MR. ROOTER	Registered	76401856 Apr 30, 2002	2688517 Feb 18, 2003	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Feb 18, 2023
United States of America	MR. ROOTER (and design)	Registered	72428147 Jun 23, 1972	0982684 Apr 23, 1974	Mr. Rooter LLC	37 Sewer and drain cleaning services.	Sec 8/9 Renewal Deadline Apr 23, 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	MR. ROOTER (stylized)	Registered	77737742 May 15, 2009	3722155 Dec 8, 2009	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Dec 8, 2029
United States of America							
United States of America	MR. ROOTER (Stylized)	Registered	74674606 May 16, 1995	1964249 Mar 26, 1996	Mr. Rooter LLC	37 Sewer and drain cleaning services.	Sec 8/9 Renewal Deadline Mar 26, 2026
							
United States of America	MR. ROOTER PLUMBING (and design)	Registered	77436593 Apr 1, 2008	3684983 Sep 22, 2009	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Sep 22, 2029
							
United States of America	MR. WINKIE AND VAN STRIPE DESIGN	Registered	76523487 Jun 18, 2003	2907769 Dec 7, 2004	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Dec 7, 2024
							
United States of America	MR. WINKIE DESIGN (new form)	Registered	76407668 May 14, 2002	2683543 Feb 4, 2003	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Feb 4, 2023
							

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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	MR.ROOTER MR.ROOTER PLUMBING (and design)	Registered	77736612 May 14, 2009	3733777 Jan 5, 2010	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Jan 5, 2030
							
United States of America	NO ORDINARY PLUMBER	Registered	76387078 Mar 22, 2002	2677643 Jan 21, 2003	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Jan 21, 2023
United States of America	PIPELINE	Registered	78769972 Dec 9, 2005	3162642 Oct 24, 2006	Mr. Rooter LLC	16 Printed publications, namely, newsletters in the field of commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Oct 24, 2026
United States of America	QUICK-AS-A-WINK	Registered	73116798 Feb 23, 1977	1076126 Oct 25, 1977	Mr. Rooter LLC	37 Sewer and drain cleaning services.	Sec 8/9 Renewal Deadline Oct 25, 2027
United States of America	THE PLUMBER YOU DESERVE.	Registered	77164851 Apr 25, 2007	3365044 Jan 8, 2008	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Jan 8, 2028
United States of America	THE PLUMBING COMPANY NORTH AMERICA LOVES TO REFER	Registered	85358316 Jun 28, 2011	4226897 Oct 16, 2012	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Oct 16, 2022
United States of America	THERE'S A REASON THEY CALL US MR.	Registered	77492985 Jun 6, 2008	3524169 Oct 28, 2008	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Oct 28, 2028
United States of America	TOTAL DRAIN	Registered	86132561 Dec 2, 2013	4571645 Jul 22, 2014	Mr. Rooter LLC	03 Drain cleaning preparations.	Sec 8 and/or 15 Filing Deadline Jul 22, 2020 Sec 8/9 Renewal Deadline Jul 22, 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	VAN STRIPE DESIGN 	Registered	75039291 Jan 2, 1996	2174171 Jul 21, 1998	Mr. Rooter LLC	37 Sewer and drain cleaning services.	Sec 8/9 Renewal Deadline Jul 21, 2028
United States of America	WATER-WISE	Registered	77922084 Jan 28, 2010	3841013 Aug 31, 2010	Mr. Rooter LLC	37 Plumbing services.	Sec 8/9 Renewal Deadline Aug 31, 2030
United States of America	WATER-WISE LOGO 	Registered	85162318 Oct 27, 2010	3992782 Jul 12, 2011	Mr. Rooter LLC	37 Plumbing services.	Sec 8/9 Renewal Deadline Jul 12, 2021

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