

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Electric LLC		03/25/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Mr. Electric SPV LLC		
Street Address:	1010 N University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2758326		
Registration Number:	1894696	MR. ELECTRIC	
Registration Number:	5665848	MR. ELECTRIC	
Registration Number:	1918360	MR. ELECTRIC EXPERT ELECTRICAL SERVICE	
Registration Number:	3491845	MR. ELECTRIC EXPERT ELECTRICAL SERVICE	
Registration Number:	3168288	POWERLINE	
Registration Number:	3697418	SUNBURST ELECTRIC	
Registration Number:	3697417	SUNBURST ELECTRIC EXPERT ELECTRICAL SERV	
Registration Number:	3403237		
Registration Number:	2869070	WE HAVE THE POWER TO MAKE THINGS BETTER	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	336-607-7513		
Email:	mjarrell@kilpatricktownsend.com		
Correspondent Name:	Michelle Jarrell, Paralegal		
Address Line 1:	Kilpatrick Townsend & Stockton LLP		
Address Line 2:	1001 West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		

OP \$265.00 2758326

ATTORNEY DOCKET NUMBER:	1232560
NAME OF SUBMITTER:	Michelle Jarrell
SIGNATURE:	//Michelle Jarrell//
DATE SIGNED:	03/26/2021
Total Attachments: 5 source=Mr. Electric Trademark Assignment#page1.tif source=Mr. Electric Trademark Assignment#page2.tif source=Mr. Electric Trademark Assignment#page3.tif source=Mr. Electric Trademark Assignment#page4.tif source=Mr. Electric 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. Electric LLC ("Assignor") and Mr. Electric 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. ELECTRIC LLC

By: 
Name: Jon Shell
Title: Treasurer




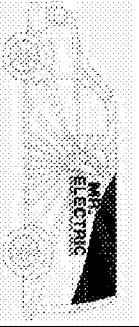
ASSIGNEE:

MR. ELECTRIC SPV LLC



By: 
Name: Jon Shell
Title: Treasurer

Schedule A

Trademarks

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	LIGHT BULB DESIGN 	Registered	76407981 May 15, 2002	2758326 Sep 2, 2003	Mr. Electric LLC	37 Electrical repair, maintenance and installation services.	Sec 8/9 Renewal Deadline Sep 2, 2023
United States of America	MR. ELECTRIC	Registered	74424548 Aug 16, 1993	1894696 May 16, 1995	Mr. Electric LLC	37 Electrical repair and maintenance services.	Sec 8/9 Renewal Deadline May 16, 2025
United States of America	MR. ELECTRIC and BULB Design (new) 	Registered	87935569 May 24, 2018	5665848 Jan 29, 2019	Mr. Electric LLC	37 Installation, maintenance and repair of electrical systems, lighting, equipment, and appliances.	Sec 8 and/or 15 Filing Deadline Jan 29, 2025 Sec 8/9 Renewal Deadline Jan 29, 2029
United States of America	MR. ELECTRIC EXPERT ELECTRICAL SERVICE (and design) 	Registered	74559496 Aug 11, 1994	1918360 Sep 12, 1995	Mr. Electric LLC	37 Electrical repair and maintenance services.	Sec 8/9 Renewal Deadline Sep 12, 2025
United States of America	MR. ELECTRIC EXPERT ELECTRICAL SERVICE (and design) 	Registered	77350254 Dec 12, 2007	3491845 Aug 26, 2008	Mr. Electric LLC	37 Electrical repair, maintenance, and installation services.	Sec 8/9 Renewal Deadline Aug 26, 2028

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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	POWERLINE	Registered	78769958 Dec 9, 2005	3168288 Nov 7, 2006	Mr. Electric LLC	16 Printed publications, namely newsletters in the field of electrical repair and maintenance services.	Sec 8/9 Renewal Deadline Nov 7, 2026
United States of America	SUNBURST ELECTRIC	Registered	77112688 Feb 21, 2007	3697418 Oct 20, 2009	Mr. Electric LLC	37 Electrical repair, maintenance, installation and inspection services.	Sec 8/9 Renewal Deadline Oct 20, 2029
United States of America	SUNBURST ELECTRIC EXPERT ELECTRICAL SERVICE (and design)	Registered	77112684 Feb 21, 2007	3697417 Oct 20, 2009	Mr. Electric LLC	37 Electrical repair, maintenance, installation and inspection services.	Sec 8/9 Renewal Deadline Oct 20, 2029
United States of America		Registered	78783371 Dec 31, 2005	3403237 Mar 25, 2008	Mr. Electric LLC	37 Electrical repair, maintenance, and installation services.	Sec 8/9 Renewal Deadline Mar 25, 2028
United States of America	SUPER SPARKY DESIGN 	Registered	76550151 Oct 8, 2003	2869070 Aug 3, 2004	Mr. Electric LLC	37 Electrical repair, maintenance, installation and inspection services.	Sec 8/9 Renewal Deadline Aug 3, 2024
United States of America	WE HAVE THE POWER TO MAKE THINGS BETTER	Registered	76550151 Oct 8, 2003	2869070 Aug 3, 2004	Mr. Electric LLC	37 Electrical repair, maintenance, installation and inspection services.	Sec 8/9 Renewal Deadline Aug 3, 2024

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