

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651317

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|--|--|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 10 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AB Assetco LLC | | 05/14/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Benjamin Franklin Franchising SPE LLC | | |
| Street Address: | 7120 Samuel Morse Drive, Suite 300 | | |
| City: | Columbia | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21046 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3771332 | 877-BEN-1776 | |
| Registration Number: | 5785500 | BENJAMIN FRANKLIN PLUMBING | |
| Registration Number: | 2725333 | BENJAMIN FRANKLIN PLUMBING | |
| Registration Number: | 3216736 | BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER | |
| Registration Number: | 2935880 | BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER | |
| Registration Number: | 2762541 | BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER | |
| Registration Number: | 3787431 | BIG BLUE TRUCK | |
| Registration Number: | 2924863 | BIOBEN | |
| Registration Number: | 3026230 | | |
| Registration Number: | 3482611 | | |
| Registration Number: | 3748644 | | |
| Registration Number: | 3114711 | IF THERE'S ANY DELAY, IT'S YOU WE PAY | |
| Registration Number: | 4300192 | THE BEN FRANKLIN SOCIETY | |
| Registration Number: | 3359027 | THE PUNCTUAL PLUMBER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 646219235 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 373 2488
Email: mamcdonough@paulweiss.com, mmcguire@paulweiss.com
Correspondent Name: Marissa A. McDonough
Address Line 1: 1285 Avenue of the Americas
Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP
Address Line 4: New York, NEW YORK 10019-6064

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|--------------------------------|------------|
| ATTORNEY DOCKET NUMBER: | 023238-001 |
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| NAME OF SUBMITTER: | Marissa A. McDonough |
|---------------------------|----------------------|

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|-------------------|------------------------|
| SIGNATURE: | /Marissa A. McDonough/ |
|-------------------|------------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 06/02/2021 |
|---------------------|------------|

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of May 14, 2021 by and between AB Assetco LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia MD 21046 (“Assignor”), and Benjamin Franklin Franchising SPE LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia MD 21046 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the Omnibus Closing Date Transfer Agreement between the Parties and certain other Transferors and Transferees party thereto, dated as of the date hereof (the “Agreement”), Assignor has Transferred all right, title and interest in and to its Conveyed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the “Trademarks”), and all goodwill connected with the use of or symbolized by the Trademarks; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to Assignor’s Conveyed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

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

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably Transfers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks including to all proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks to have and to hold the same unto the Assignee and its successors and assigns forever, as of the date hereof

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the Transfer of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), unless and until such time that the Transfer of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that

this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the applicable Conveyed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

AB ASSETCO LLC

By: Brian Balconi



Name: Brian Balconi
Title: Chief Legal Officer and Secretary





BENJAMIN FRANKLIN FRANCHISING SPE LLC

By: Brian Balconi

Name: Brian Balconi
Title: Vice President, General Counsel and Secretary

**Schedule 1
Trademarks**

| Mark | Serial No./ Filing Date | Reg. No./ Reg. Date |
|--|----------------------------|------------------------|
| 877-BEN-1776 | 77814055 27-AUG-2009 | 3771332 06-APR-2010 |
| BENJAMIN FRANKLIN PLUMBING | 88058699 31-JUL-2018 | 5785500 25-JUN-2019 |
| BENJAMIN FRANKLIN PLUMBING | 76254469 09-MAY-2001 | 2725333 10-JUN-2003 |
| BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER | 76624793 17-DEC-2004 | 3216736 13-MAR-2007 |
| BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER  | 76573754 03-FEB-2004 | 2935880 29-MAR-2005 |
| BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER  | 76343305 21-NOV-2001 | 2762541 09-SEP-2003 |
| BIG BLUE TRUCK | 77843324 07-OCT-2009 | 3787431 11-MAY-2010 |

| Mark | Serial No./ Filing Date | Reg. No./ Reg. Date |
|---|----------------------------|------------------------|
| BIOBEN | 76573753 03-FEB-2004 | 2924863 08-FEB-2005 |
| Design Only  | 76624792 17-DEC-2004 | 3026230 13-DEC-2005 |
| Design Only  | 77111785 20-FEB-2007 | 3482611 05-AUG-2008 |
| Design Only  | 77686269 09-MAR-2009 | 3748644 16-FEB-2010 |
| IF THERE'S ANY DELAY, IT'S YOU WE PAY | 76607388 17-AUG-2004 | 3114711 11-JUL-2006 |
| THE BEN FRANKLIN SOCIETY  | 85522852 23-JAN-2012 | 4300192 12-MAR-2013 |
| THE PUNCTUAL PLUMBER | 77152135 09-APR-2007 | 3359027 25-DEC-2007 |