

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651325

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	14

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AB Assetco LLC		05/14/2021	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Mister Sparky 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: 20

Property Type	Number	Word Mark
Registration Number:	3504784	888-8-SPARKY
Registration Number:	3214389	AMERICA'S ON TIME ELECTRICIANS
Registration Number:	4042749	BIG RED TRUCK
Registration Number:	3518891	
Registration Number:	4003331	HOME OF THE BIG RED TRUCK
Registration Number:	4003332	LOOK FOR THE BIG RED TRUCK
Registration Number:	5792073	MISTER SPARKY
Registration Number:	2334568	MISTER SPARKY
Registration Number:	3534718	SPARKY MISTER SPARKY AMERICA'S ON-TIME E
Registration Number:	3328568	WE'RE ON TIME, YOU'LL SEE, OR THE REPAIR
Registration Number:	4118017	POWERCLUB
Registration Number:	5192149	CABLEVOLT
Registration Number:	4927845	CABLEVOLT
Registration Number:	4368967	CABLEVOLT
Registration Number:	4728252	ELECTRAVAULT
Registration Number:	4088276	SURGE SECURE
Registration Number:	3883596	SURGE SECURE THE KEY TO PROTECTING YOURH
Registration Number:	5256995	VOLTVAULT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4429142	VOLTVAULT
Registration Number:	4407408	VOLTVAULT

CORRESPONDENCE DATA

Fax Number: 6462192353
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: 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

ATTORNEY DOCKET NUMBER:	023238-001
NAME OF SUBMITTER:	Marissa A. McDonough
SIGNATURE:	/Marissa A. McDonough/
DATE SIGNED:	06/02/2021

Total Attachments: 6

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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 Mister Sparky 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

MISTER SPARKY 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
888-8-SPARKY	77399784 18-FEB-2008	3504784 23-SEP-2008
AMERICA'S ON TIME ELECTRICIANS	78906427 12-JUN-2006	3214389 27-FEB-2007
BIG RED TRUCK	77939953 19-FEB-2010	4042749 18-OCT-2011
Design Only 	77111793 20-FEB-2007	3518891 21-OCT-2008
HOME OF THE BIG RED TRUCK	77939962 19-FEB-2010	4003331 26-JUL-2011
LOOK FOR THE BIG RED TRUCK	77939968 19-FEB-2010	4003332 26-JUL-2011
MISTER SPARKY	88058707 31-JUL-2018	5792073 02-JUL-2019
MISTER SPARKY	75512898 30-JUN-1998	2334568 28-MAR-2000

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
SPARKY MISTER SPARKY AMERICA'S ON-TIME  ELECTRICIAN	77131233 14-MAR-2007	3534718 18-NOV-2008
WE'RE ON TIME, YOU'LL SEE, OR THE REPAIR IS FREE!	77098336 02-FEB-2007	3328568 06-NOV-2007
POWERCLUB	85372316 15-JUL-2011	4118017 27-MAR-2012
CABLEVOLT	86814226 09-NOV-2015	5192149 25-APR-2017
CABLEVOLT	85925487 07-MAY-2013	4927845 29-MAR-2016
CABLEVOLT 	85202126 20-DEC-2010	4368967 16-JUL-2013
ELECTRAVAULT 	85969300 25-JUN-2013	4728252 28-APR-2015
SURGE SECURE	77694881 19-MAR-2009	4088276 17-JAN-2012

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
<p>SURGE SECURE THE KEY TO PROTECTING YOUR HOME'S INVESTMENT</p> 	<p>77694909 19-MAR-2009</p>	<p>3883596 30-NOV-2010</p>
VOLTVVAULT	<p>86814195 09-NOV-2015</p>	<p>5256995 01-AUG-2017</p>
VOLTVVAULT	<p>85202031 20-DEC-2010</p>	<p>4429142 05-NOV-2013</p>
<p>VOLTVVAULT </p>	<p>85202439 21-DEC-2010</p>	<p>4407408 24-SEP-2013</p>