

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big Chief Marketing, Inc.		10/21/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Champion Residential Services, LLC		
Doing Business As:	Morris-Jenkins		
Street Address:	13725 South Ridge Drive		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	6233118	CALL MORRIS-JENKINS AIR CONDITIONING HEA	
Registration Number:	5583749	PERCY CALL MORRIS-JENKINS AIR CONDITIONI	
Registration Number:	5412924	PERCY THE PLUMBER	
Registration Number:	5412732	PERCY THE UNFLAPPABLE PLUMBER	
Registration Number:	4952010	TRUCK 17, THIS IS BOBBY!	
Registration Number:	4952009	BUCKLE YOUR SEATBELT, MR. JENKINS!	
Registration Number:	4678921	WE'RE HERE TIL MIDNIGHT AND WE'VE GOT TH	
Registration Number:	4111553	WE'RE HERE TIL MIDNIGHT, 7 DAYS A WEEK	
Registration Number:	3855846	PRIORITY ADVANTAGE	
Registration Number:	3010187	SUPREME COMMANDER OF COOL AIR	
Registration Number:	2939548	SUPREME COMMANDER OF WARM HEAT	
Registration Number:	2766600	CALL MORRIS-JENKINS AIR CONDITIONING HEA	
Registration Number:	2750045	MORRIS-JENKINS	
Serial Number:	90760410	LET US BRING YOUR A/C INTO SERVICE GENTL	
Serial Number:	90760366	GENTLY	
Serial Number:	90760365	IT'S TIME FOR US TO COME AND GO GENTLY,	
CORRESPONDENCE DATA			

CH \$415.00 6233118

Fax Number: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	064881-0007
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NAME OF SUBMITTER:	Angela M. Amaru
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SIGNATURE:	/s/ Angela M. Amaru
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DATE SIGNED:	12/06/2021
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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment**”), dated as of October 21, 2021 (the “**Effective Date**”), is made by Big Chief Marketing, Inc., a North Carolina corporation (“**Assignor**”), in favor of Champion Residential Services, LLC, a Delaware limited liability company d/b/a Morris-Jenkins (“**Assignee**”).

WHEREAS, Assignor is the lawful owner of the Assigned Trademarks (as defined below) and holds the Assigned Trademarks in connection with Seller’s (as defined below) business operations;

WHEREAS, Assignee has entered into a Unit Purchase Agreement with MJ Holdings, Inc. (together with Assignee, “**Seller**”) and Wrench Group LLC (“**Buyer**”), dated as of September 21, 2021 (the “**UPA**”), pursuant to which, at the closing of the transactions contemplated by the UPA, Buyer will purchase all of the membership interests of Seller;

WHEREAS, in connection with the UPA, the Trademark and Copyright License Agreement, effective as of January 1, 2004, by and between Assignor and Champion Residential Services, Inc. will be terminated; and

WHEREAS, Assignor desires to assign to Assignee the Assigned Trademarks and Assignee desires to acquire the Assigned Trademarks in advance of the closing of the transactions contemplated by the UPA.

NOW THEREFORE, in consideration of the mutual promises contained herein and in the UPA and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts such conveyance, transfer and assignment of, all of Assignor’s right, title, and interest in and to:

(a) all of the trademarks, trade names, logos and service marks owned by Assignor as of immediately prior to the Effective Date (whether or not registered or applied for), including the trademark registrations and trademark applications set forth on Schedule Q hereto, and all issuances, extensions, and renewals thereof, together with all of the goodwill in connection therewith (collectively, the “**Assigned Trademarks**”) other than the Excluded Trademarks (as defined below);

(b) all rights of any kind whatsoever of Assignor accruing under the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Trademarks;

(d) all Internet domain name registrations owned by Assignor incorporating any Assigned Trademarks; and

(e) any and all claims and causes of action with respect to any of the Assigned Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Excluded Trademarks. Assignor and Assignee acknowledge and agree that Assignor is not assigning to Assignee any of its right, title or interest in or to the trademarks set forth on Schedule 2 hereto (collectively, the “**Excluded Trademarks**”) and that the Excluded Trademarks shall not be deemed to be included in the Assigned Trademarks.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

BIG CHIEF MARKETING, INC.

DocuSigned by:
Dewey V. Jenkins
By: _____
Name: Dewey V. Jenkins
Title: President

AGREED TO AND ACCEPTED:

CHAMPION RESIDENTIAL SERVICES,
LLC

DocuSigned by:
P. Jonathan Bancroft
By: _____
Name: P. Jonathan Bancroft
Title: President and Chief Executive Officer

SCHEDULE 1

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
CALL MORRIS-JENKINS AIR CONDITIONING HEATING PLUMBING & DESIGN	United States	6233118	Dec. 29, 2020
DUCK DESIGN (PERCY CALL MORRIS-JENKINS AIR CONDITIONING HEATING PLUMBING)	United States	5583749	Oct. 16, 2018
PERCY THE PLUMBER	United States	5412924	Feb. 27, 2018
PERCY THE UNFLAPPABLE PLUMBER	United States	5412732	Feb. 27, 2018
TRUCK 17, THIS IS BOBBY!	United States	4952010	May 03, 2016
BUCKLE YOUR SEATBELT, MR. JENKINS!	United States	4952009	May 03, 2016
WE'RE HERE TIL MIDNIGHT AND WE'VE GOT THE ANSWER	United States	4678921	Jan. 27, 2015
WE'RE HERE TIL MIDNIGHT, 7 DAYS A WEEK	United States	4111553	Mar. 13, 2012
PRIORITY ADVANTAGE	United States	3855846	Oct. 05, 2010
SUPREME COMMANDER OF COOL AIR	United States	3010187	Nov. 01, 2005
SUPREME COMMANDER OF WARM HEAT	United States	2939548	Apr. 12, 2005
CALL MORRIS-JENKINS AIR CONDITIONING HEATING - SINCE 1958 & DESIGN	United States	2766600	Sep. 23, 2003
MORRIS-JENKINS	United States	2750045	Aug. 12, 2003

Trademark Applications

Mark	Jurisdiction	Application Serial Number	Filing Date
LET US BRING YOUR A/C INTO SERVICE GENTLY	United States	90760410	June 8, 2021
GENTLY	United States	90760366	June 8, 2021
IT'S TIME FOR US TO COME AND GO GENTLY, GENTLY	United States	90760365	June 8, 2021

SCHEDULE 2

Excluded Trademarks

YOU'LL HAVE COOL AIR AT YOUR HOUSE TONIGHT	United States	2562556	Apr. 16, 2002
YOU'LL HAVE WARM HEAT AT YOUR HOUSE TONIGHT	United States	2562555	Apr. 16, 2002