

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northwest Landscape Services of Washington, LLC		02/12/2016	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Monarch Landscaping WA, LLC		
Street Address:	550 S. Hope St.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3526470	NORTHWEST LANDSCAPE SERVICES	
Registration Number:	4363392	NLS NORTHWEST LANDSCAPE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-841-0406		
Email:	melissa.karasavidis@ropesgray.com		
Correspondent Name:	Melissa Karasavidis, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	AGW-429		
NAME OF SUBMITTER:	Melissa Karasavidis		
SIGNATURE:	/Melissa Karasavidis/		
DATE SIGNED:	03/28/2022		
Total Attachments: 18			
source=NLS WA Trademark Documentation [Redacted]#page1.tif			
source=NLS WA Trademark Documentation [Redacted]#page2.tif			
source=NLS WA Trademark Documentation [Redacted]#page3.tif			

CH \$65.00 3526470

source=NLS WA Trademark Documentation [Redacted]#page4.tif
source=NLS WA Trademark Documentation [Redacted]#page5.tif
source=NLS WA Trademark Documentation [Redacted]#page6.tif
source=NLS WA Trademark Documentation [Redacted]#page7.tif
source=NLS WA Trademark Documentation [Redacted]#page8.tif
source=NLS WA Trademark Documentation [Redacted]#page9.tif
source=NLS WA Trademark Documentation [Redacted]#page10.tif
source=NLS WA Trademark Documentation [Redacted]#page11.tif
source=NLS WA Trademark Documentation [Redacted]#page12.tif
source=NLS WA Trademark Documentation [Redacted]#page13.tif
source=NLS WA Trademark Documentation [Redacted]#page14.tif
source=NLS WA Trademark Documentation [Redacted]#page15.tif
source=NLS WA Trademark Documentation [Redacted]#page16.tif
source=NLS WA Trademark Documentation [Redacted]#page17.tif
source=NLS WA Trademark Documentation [Redacted]#page18.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “**Agreement**”), effective as of February 12, 2016 (the “**Effective Date**”), is by and between **NORTHWEST LANDSCAPE SERVICES OF WASHINGTON, LLC**, a Washington limited liability company (“**Seller**”), and **MONARCH LANDSCAPING WA, LLC**, a Delaware limited liability company (“**Purchaser**”). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, concurrently with the execution of this Agreement, Seller, Purchaser and the Selling Members are entering into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, (a) Seller has agreed to sell and assign all of its right, title and interest in and to the Purchased Assets to Purchaser and (b) Purchaser has agreed to purchase the Purchased Assets and assume all of the Assumed Liabilities, upon the terms and subject to the conditions therein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Purchaser all of Seller’s right, title and interest in and to the Purchased Assets and the Assumed Liabilities. Purchaser hereby accepts such assignment of the Purchased Assets, assumes all of the Assumed Liabilities and agrees to pay, perform and discharge, as and when due, all of the Assumed Liabilities accruing after the Effective Date.
2. Conflicts. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.
3. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
4. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of Delaware applicable to Contracts to be wholly performed within the State of Delaware without regard to the conflicts of Law provisions thereof to the extent they would result in the application of the Laws of another jurisdiction.
5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the

same instrument. A signed Agreement received by a party hereto via facsimile or in PDF format will be deemed an original, and binding upon the party who signed it.


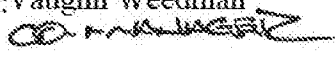
6. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement to be effective as of the date first above written.

SELLER:


**NORTHWEST LANDSCAPE SERVICES
OF WASHINGTON, LLC**

By: 
Name: Vaughn Weedman
Title: 

[Signature Page to Assignment and Assumption Agreement (NLS WA)]

PURCHASER:

MONARCH LANDSCAPING WA, LLC

By:  _____

Name: R. Scott Spielvogel

Title: President

[Signature Page to Assignment and Assumption Agreement (NLS WA)]

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of February 12, 2016, by and among Monarch Landscaping WA, LLC, a Delaware limited liability company (“**Purchaser**”), Northwest Landscape Services of Washington, LLC, a Washington limited liability company (“**Seller**”), and the members of Seller listed on the signature pages hereto under the heading “Selling Members” (the “**Selling Members**”). Capitalized terms used and not otherwise defined herein shall have the meanings set forth on Exhibit A hereto, along with certain other definitional and interpretive matters.

WITNESSETH:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE I
SALE AND PURCHASE OF ASSETS**

1.1 Purchased Assets. Upon the terms and conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, in each case free and clear of all Liens (other than Permitted Liens), all right, title and interest of Seller and its Affiliates in and to all properties, assets, business, Contracts, rights and claims of every kind, nature or description and wherever located, used or intended for use in connection with, or related to, the NLS Washington Business as presently conducted or intended to be conducted (collectively, the “**Purchased Assets**”), including the following items:

- (a) those properties, assets, Contracts and rights set forth on Exhibit B;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(j) all Intellectual Property, including rights in and to the NLS Washington Business Name (collectively, the “**Transferred Intellectual Property**”);

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



(a) If to Seller and the Selling Members:

Northwest Landscape Services of Washington, LLC
1028 269th Ave SE
Sammamish, WA 98075
Attn: Thomas DiMeco
Email: tdimeco@comcast.net

with a copy (which shall not constitute notice) to:

Lane Powell PC
1420 Fifth Avenue, Suite 4200
Seattle, WA 98111-9402
Attn: Michael Morgan
Tel: (206) 223-7013
Fax: (206) 223-7107
Email: MorganM@LanePowell.com

(b) if to Purchaser:

Monarch Landscaping WA, LLC
c/o One Rock Capital Partners, LLC
11601 Wilshire Blvd., Suite 1960
Los Angeles, CA 90025
Attn: Kimberly D. Reed
Tel: (213) 292-5870
Fax: (213) 292-5869
Email: kreed@onerockcapital.com

with a copy (which shall not constitute notice) to:

One Rock Capital Partners, LLC
30 Rockefeller Plaza, 54th Floor
New York, NY 10112
Attn: R. Scott Spielvogel
Tel: (212) 605-6000
Fax: (212) 605-6099

Email: sspielvogel@onerockcapital.com

with a copy (which shall not constitute notice) to:

Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022
Attn: Alexander B. Johnson
Tel: (212) 918-3000
Fax: (212) 918-3100
Email: alex.johnson@hoganlovells.com

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

SELLER:

**NORTHWEST LANDSCAPE SERVICES OF
WASHINGTON, LLC**

By: 

Name: Vaughn Weedman

Title: ~~Manager~~

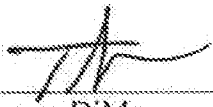
SELLING MEMBERS:

VAUGHN WEEDMAN/INC.

By: 


Name: Vaughn Weedman

Title: ~~Manager~~


Thomas DiMeco

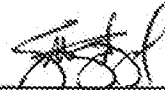
Solely for purposes of Section 5.9

GUARANTOR:


Vaughn Weedman

PURCHASER:

MONARCH LANDSCAPING WA, LLC

By:  _____
Name: R. Scott Spielvogel
Title: President

[Signature Page to Asset Purchase Agreement (WA)]

[REDACTED]

“Intellectual Property” means all intellectual property and proprietary rights worldwide, including rights in and to (a) patents, (b) copyrights, (c) moral rights, (d) rights of publicity and privacy, (e) trade secrets and other confidential or proprietary information, (f) trademarks, trade names, trade dress, service marks and other designations of origin, together with the goodwill associated therewith, (g) domain names and web addresses and social media handles, (h) any registrations or applications for registration for any of the foregoing, including any provisionals, divisions, continuations, continuations in part, renewals, reissues, re-examinations and extensions (as applicable), and (i) rights to sue for past, present and future infringement of the rights set forth above.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“NLS Washington Business Name” means (a) the business name “Northwest Landscape Services of Washington”; (b) all service marks, trade names, trademarks, domain names, social media handles, branding, logos, designs or other source or business identifiers incorporating “Northwest Landscape Services of Washington” (or any abbreviation or variation thereof) or any other name, trademark, slogan, logo or design used in the NLS Washington Business; and (c) the goodwill associated with any of the foregoing and any registrations or applications for registration for any of the foregoing.

[REDACTED]

[REDACTED]

[REDACTED]

“VWI” means Vaughn Weedman, Inc., a Washington corporation doing business as “Northwest Landscape Services”, of which Vaughn C. Weedman is the sole stockholder.

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit B
Purchased Assets

[see Exhibit D]

Exhibit D
Disclosure Schedule

[see attached]

**NORTHWEST LANDSCAPE SERVICES OF WASHINGTON, LLC
DISCLOSURE SCHEDULES**

February 12, 2016

Monarch Landscaping WA, LLC:

**Re: ASSET PURCHASE AGREEMENT
Northwest Landscape Services of Washington, LLC Disclosure Schedules**

The attached schedules (with all Sections thereof, collectively, the "**Disclosure Schedules**") sets forth exceptions to the representations and warranties of **Northwest Landscape Services of Washington, LLC** (the "**Company**" or "**Seller**") in the Asset Purchase Agreement (the "**Agreement**") dated as of February 12, 2016, by and among the Company, the Selling Members of the Company and Monarch Landscaping WA, LLC ("**Purchaser**"). Any terms defined in the Agreement shall have the same meaning when used in the Disclosure Schedules as when used in the Agreement, unless the context indicates otherwise.

The Section and Schedule numbers of the Disclosure Schedules correspond to the Section of the Agreement to which the disclosure contained therein relates; *provided, however*, that to the extent that the disclosure referenced in any Section would also relate to another Section or Subsection, such disclosure shall also be deemed to be made with respect to each of such Sections or Subsections, regardless of whether a specific reference is so made herein, to provided that it is reasonably apparent on its face from a reading of the disclosure that such disclosure is applicable to such other Section or Subsections.

Where the terms of a lease, contract or other document have been summarized or described in the Disclosure Schedules, such summary or description does not purport to be a complete statement of the material terms of such lease, contract, or other item, provided that a complete and accurate copy of such lease, contract or other document has been provided to Purchaser. Document summaries herein are provided solely for the convenience of Purchaser and merely supplement the disclosure, read as a whole, provided in such documents. Disclosure of any item or information in the Disclosure Schedules is not an admission that such item is material or is of a nature that would cause a material adverse effect (as defined in the Agreement) with respect to any person or entity. Any forecasts provided by the Company and any financial information provided herein were not prepared or disclosed with a view to public disclosure thereof. Nothing in the Disclosure Schedules shall constitute an admission of any liability or obligation of the Sellers or the Company to any third party.

SCHEDULE 3.11

INTELLECTUAL PROPERTY

The Transferred Intellectual Property includes all (registered and unregistered) Intellectual Property used in, or necessary for, the NLS Washington Business, including, but not limited to, the Intellectual Property listed below.

Registered Transferred Intellectual Property:

(a) Trademarks

Serial No.	Reg. No.	Mark	Class	Owner	Date Registered	Date Filed
77-274-824	3,526,470	Northwest Landscape Services	Class 44 - Landscape Gardening	Northwest Landscape Services of Washington, LLC	Nov 4, 2008	Sep 7, 2007

Federal Trademarks:

NLS NORTHWEST LANDSCAPE SERVICES (& Design)



Reg. No.: 4363392
Serial No.: 85625724

NLS NORTHWEST LANDSCAPE SERVICES (& Design)



Reg. No.: 4180149
Serial No.: 85177192

Oregon State Trademark:

NORTHWEST LANDSCAPE SERVICES

Reg. No.: OR TS40017
App. No.: 78-533110

(b) Domain Names

Domain Name	Registrant Organization
NORTHWESTLANDSCAPESERVICES.COM	NORTHWEST LANDSCAPE SERVICES
NLSWA.COM	NORTHWEST LANDSCAPE SERVICES