

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PM FRANCHISING, LLC		12/17/2021	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	PatchMaster Franchise, LLC		
Street Address:	88 East Main Street, Suite H #345		
City:	Mendham		
State/Country:	NEW JERSEY		
Postal Code:	07945		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5287704	PATCHMASTER	
Registration Number:	5575560	PATCHMASTER THE DRYWALL REPAIR SPECIALIS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	816-753-1000		
Email:	jwillard@polsinelli.com, uspt@polsinelli.com		
Correspondent Name:	Joy Willard		
Address Line 1:	900 W. 48th Place, Suite 900		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	114682-707799		
NAME OF SUBMITTER:	Joy Willard, Paralegal		
SIGNATURE:	/Joy Willard/		
DATE SIGNED:	03/30/2022		
Total Attachments: 7			
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TRADEMARK

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Intellectual Property Assignment Agreement”) is made as of December 17, 2021 (the “Effective Date”), by and between PatchMaster Franchise, LLC, a Delaware limited liability company, (“Buyer Affiliate”) and PM Franchising, LLC, a Utah limited liability company (“Seller”). Capitalized terms used herein that are defined in the Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Purchase Agreement unless otherwise defined herein.

WHEREAS, PM Holdco, LLC, a Delaware limited liability company (“Buyer”), Seller and others, are parties to that certain Asset Purchase Agreement, dated as of the Effective Date (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Seller agreed to sell, assign, transfer, convey and deliver to Buyer at the Closing all of Seller’s right, title and interest in, to and under the Company Intellectual Property, including without limitation the items listed on Schedule A; and

WHEREAS, Buyer Affiliate is a subsidiary of Buyer and pursuant to the terms of the Purchase Agreement, Buyer is assigning the Company Intellectual Property to Buyer Affiliate.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption. Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer Affiliate and its successors and assigns, and Buyer Affiliate hereby acquires and accepts all of Seller’s right, title and interest in, to and under the Company Intellectual Property (including, for the avoidance of doubt, all goodwill associated therewith) throughout the universe and all rights corresponding thereto, free and clear of all Liens or obligations to others (except for those specified licenses set forth on Schedule 2.14(e) of the Purchase Agreement), together with all income, royalties or payments now or hereafter due or payable in relation to the Company Intellectual Property, and all benefits privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Seller’s rights to: (a) apply for and maintain all registrations, renewals and/or extensions of the Company Intellectual Property, (b) claim priority under United States law or international convention with respect to the Company Intellectual Property, (c) sue, counterclaim and otherwise bring actions and recover damages and payments for past, present and future infringement, misappropriation, dilution or other violation of the Company Intellectual Property and (d) grant licenses or other interests in or to the Company Intellectual Property.

2. Further Assurances. Seller hereby covenants and agrees with Buyer Affiliate to execute and deliver to Buyer Affiliate and any successors or assigns of Buyer Affiliate at Buyer Affiliate’s cost such other and further instruments of sale, assignment, transfer, conveyance and delivery and all such further assurances, notices, releases, acquittances and other documents, consents and waivers as may be necessary or reasonably requested by Buyer Affiliate or any such

successors or assigns in order to put them in possession of or vest in them or confirm, evidence, perfect, maintain, enforce or protect their title to and right to use and enjoy the Company Intellectual Property, including, without limitation, all documents necessary to record in the name of Buyer Affiliate the assignment of the patents and trademarks included in the Company Intellectual Property with the United States Patent and Trademark Office and the copyrights included in the Company Intellectual Property with the United States Copyright Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and any transfer documents required by a domain name registrar or social media website. In the event that Seller fails to execute such documentation or take such actions within five (5) business days after a written request, Seller hereby irrevocably appoints Buyer Affiliate with full and complete authority and power of attorney to act in the stead of Seller, as the Seller's attorney-in-fact, only for the limited purposes of executing and recording such documentation or taking such limited actions.

3. Relation to Purchase Agreement. The terms of the Purchase Agreement, including but not limited to the representations, warranties, covenants, agreements and indemnities of Seller relating to the Company Intellectual Property shall govern the transfer, assignment, conveyance, grant and delivery of the Company Intellectual Property evidenced by this Intellectual Property Assignment Agreement. Nothing in this Intellectual Property Assignment Agreement shall in any way modify, waive, relinquish or otherwise vary any of the representations, warranties, covenants, agreements and indemnities of any of the parties to and set forth in the Purchase Agreement, all of which shall survive the Closing thereunder as therein provided and not be merged herewith or therewith. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Authorization. Seller hereby authorizes and requests the (a) Register of Copyrights of the United States, and the corresponding entity or agency in any applicable foreign country, to record Buyer Affiliate as owner of the entire right, title and interest in and to the copyrights included in the Company Intellectual Property (including those listed on Schedule A), and (b) Commissioners for Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Buyer Affiliate as owner of the entire right, title and interest in and to the patents and trademarks included in the Company Intellectual Property (including those listed on Schedule A).

5. Counterparts. This Intellectual Property Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together (when executed and delivered) constitute but one and the same instrument. This Intellectual Property Assignment Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format, and any such counterpart executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format shall be deemed an original for all intents and purposes.

6. Effectiveness. This Intellectual Property Assignment Agreement will be effective for all purposes automatically as of the Effective Time.

7. Benefit; Assignment. This Intellectual Property Assignment Agreement shall be binding upon and inure to the benefit of Buyer Affiliate and Seller and their respective successors and permitted assigns. No party to this Intellectual Property Assignment Agreement may, directly or indirectly, assign this Intellectual Property Assignment Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other party.

8. Amendment. No amendment, supplement, modification, waiver or termination of this Intellectual Property Assignment Agreement or any provision hereof shall be binding unless executed in writing by the party to be bound thereby.

9. Headings. The headings set forth in this Intellectual Property Assignment Agreement are inserted or used for convenience of reference only and shall not control or affect the meaning or construction of the provisions of this Intellectual Property Assignment Agreement.

10. Governing Law. This Intellectual Property Assignment Agreement shall be governed, construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and performed in that State without giving effect to any choice or conflict of law principle, provision or rule, including all matters of construction, interpretation, validity and performance.

11. Entire Agreement. This Intellectual Property Assignment Agreement, together with the Purchase Agreement as referenced herein, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof. Except to the extent expressly set forth herein, no prior negotiations, proposals, contracts, arrangements or agreements, whether written or verbal, are made a part of this Intellectual Property Assignment Agreement.

* * * * *

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment Agreement as of the date first above written.

BUYER AFFILIATE:

PATCHMASTER FRANCHISE, LLC

By: PM Holdco, LLC, its sole member

By: _____

Name: _____

Title: _____

[Handwritten Signature]
PATRICK MCGEE
Authorized Signatory

STATE OF Texas)
) SS.
 COUNTY OF Dallas)

On December 16, 2021, before me personally appeared Patrick McGee, known to me to be the same person described in and who executed the foregoing instrument and acknowledged that it was executed as that her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Mackenzie Keith

 Notary Public

Seal or Stamp:



SELLER:

PM FRANCHISING, LLC

By: Paul Ferrara

Name: Paul Ferrara

Title: President & CEO

STATE OF Florida)
) SS.
COUNTY OF Lee)

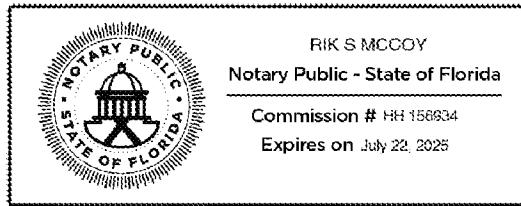
On 12/15, 2021, before me personally appeared Paul Ferrara, known to me to be the same person described in and who executed the foregoing instrument and acknowledged that it was executed as that her free and voluntary act and deed. By means of online notarization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Rik S McCoy
Notary Public Rik S McCoy Online Notary

Seal or Stamp:

ID Produced: Driver's License



Acknowledgement

Notarized online using audio-video communication

Signature Page for Intellectual Property Assignment Agreement

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RECORDED: 03/30/2022

**TRADEMARK
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