900694807 05/17/2022

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM728361

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900673273

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A Corp		01/20/2022	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Rooterman, LLC	
Street Address:	126 Garrett Street	
Internal Address:	Suite J	
City:	Charlottesville	
State/Country:	VIRGINIA	
Postal Code:	22902	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2433386	ROOTER MAN PLUMBERS "TO THE RESCUE"
Registration Number:	2308796	SEWER MAN
Registration Number:	1654512	A ROOTERMAN "TO THE RESCUE"
Registration Number:	1655782	ROOTER-MAN
Registration Number:	1688486	TERMANATOR

CORRESPONDENCE DATA

Fax Number: 4347104061

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: 434-260-8756
Email: cpatrizia@rc.law
Correspondent Name: Christian Patrizia
Address Line 1: 200-C Garrett Street

Address Line 4: Charlottesville, VIRGINIA 22902

NAME OF SUBMITTER:	Christian A. Patrizia
SIGNATURE:	/Christian A. Patrizia/
DATE SIGNED:	05/17/2022

TRADEMARK
REEL: 007714 FRAME: 0942

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Total Attachments: 12 source=Trademark Assignment agreement#page1.tif source=Trademark Assignment agreement#page2.tif source=Trademark Assignment agreement#page3.tif source=Trademark Assignment agreement#page4.tif source=Trademark Assignment agreement#page5.tif source=Trademark Assignment agreement#page6.tif source=Trademark Assignment agreement#page7.tif source=Trademark Assignment agreement#page8.tif source=Trademark Assignment agreement#page9.tif source=Trademark Assignment agreement#page9.tif

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TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement effective January 20, 2022 is made by and between:

A CORP., a Massachusetts stock corporation, having a principal office address located at 268 Rangeway Road, P.O. Box 290, North Billerica, MA 01862 (the "Assignor"); AND

ROOTERMAN, LLC, a Delaware limited liability company, having a principal office address located at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 (the "Assignee").

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademarks (the "Trademarks") of which the particulars are set forth as follows and in <u>Exhibit A</u> hereto:

"ROOTER-MAN"
Registration Date: September 3, 1991
Registration No.: 1,655,782



"A ROOTER-MAN TO THE RESCUE" Registration Date: August 20, 1991 Registration No.: 1,654,512



"ROTOR-MAN" Registration Date: August 2, 1991 Registration No.: 1,848,341



"ROOTER-MAN PLUMBERS TO THE RESCUE" Registration Date: August 14, 2012 Registration No.: 4,189,503



"SEWER MAN"
Registration Date: January 18, 2000
Registration No. 2308796



"ROOTERMAN (words only)" Registration Date: October 12, 2010 Registration No. 3,859,654



"ROOTERMAN TO THE RESCUE" Registration Date: March 17, 2020 Registration No. 6,013,446



"RM" Registration Date: March 17, 2020 Registration No. 6,013,441



"RM (and design)" Registration Date: April 7, 2020 Registration No. 6,027,468



"RM (and design)" Registration Date: April 7, 2020 Registration No. 6,027,470



The trademarks listed below were registered with Canadian Intellectual Property Office by A CORP.:

"ROOTER-MAN"

Registration Date: June 25, 2002 Registration No.: TMA563953



"ROOTER-MAN PLUMBERS TO THE RESCUE"

Registration Date: October 2, 2002 Registration No.: TMA568429



"SEWER MAN" Application Date: October 2, 2019 Application No. 1988014



Whereas, The Assignee desires to acquire from the Assignor all of Assignor's right, title and interest in and to the Trademark registrations, together with the benefit of any use of the Trademarks by the Assignor, and the goodwill of the business relations to the Trademarks and to the wares or services associated with them, to hold unto the Assignee absolutely.

NOW THEREFORE, in consideration of the payment of \$250,000 for federal registrations and \$38,000 for state registrations, totaling Two Hundred Eighty-Eight Thousand Dollars (\$288,000.00), and for good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged the Assignor and the Assignee hereby agree as follows:

- 1. The Assignor hereby sells, transfers and assigns to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Trademark s application and/or registrations, together with (i) the benefit of any use of the Trademark by the Assignor (ii) the goodwill of the business relations to the Trademark and to the wares or services associated with it, (iii) all income, royalties and damages hereafter due or payable to Assignor with respect to the Trademark(s) to hold unto the Assignee absolutely. Nevertheless, Parties agree that Assignee shall not be entitled to any settlement proceeds and/or award in connection with *A Corp. v Palmetto Investments LLC*, et al., United States District Court, District of Massachusetts, Civil Action No. 20-cv-11901-MLW.
- 2. The Assignor incorporates by reference its ownership rights, representations, and warranties set forth in the Asset Purchase Agreement by and between A Corp., Donald MacDonald, as Beneficial Owner of A Corp., and Rooterman, LLC with respect to the Trademarks, subject to all conditions, limitations, limitations on liability and restrictions as set forth therein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 20th day of January 20, 2022.

For and on behalf of the Assignor:

A Corp., a Massachusetts corporation

—Bocusigned by: Donald MacDonald

Donald MacDonald, President

RECORDED: 05/17/2022