

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPI Plumbing & Heating, Inc.		07/12/2022	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	CPI Plumbing, Heating & Cooling, LLC		
Street Address:	201 E Kennedy Blvd, Ste 1600		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33602		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4845386	DON'T CRY, CALL CPI	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152686538		
Email:	achung@mofo.com		
Correspondent Name:	Jennifer Lee Taylor, Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	078559-0000021		
NAME OF SUBMITTER:	Muzamil Huq		
SIGNATURE:	/mhuq/		
DATE SIGNED:	08/08/2022		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this “Agreement”) is made and entered into as of July 12, 2022 (the “Effective Date”), by and between CPI Plumbing & Heating, Inc., a Washington corporation, (“Assignor”), and CPI Plumbing, Heating & Cooling, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are each referred to herein as a “Party” and collectively as the “Parties.”

BACKGROUND

A. Pursuant to that certain Agreement to Purchase and Sell Assets, dated on or about the date hereof (the “Purchase Agreement”), the Assignor agreed, among other things, to sell, transfer, assign, convey, and deliver to Assignee certain assets (other than Excluded Assets), including without limitation, the IP Assets defined herein and set forth on **Schedule A** hereto.

B. As a party to the Purchase Agreement, and as part of the transactions contemplated thereby, Assignor desires to transfer, assign, convey, and deliver to Assignee, without additional consideration, any and all rights, title, and interest it has in or to any IP Assets that relate to, are used by, or are held for use by Assignor in connection with its Business, other than the Excluded Assets.

C. Assignee desires to acquire the Assignor’s entire right, title, and interest in and to such IP Assets.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Intellectual Property Assets**. As used herein, the term “**IP Assets**” means, without limitation: (i) the registered and unregistered trademark and service mark rights identified in **Schedule A**, and all other related logos, trade dress, trade names, assumed names, designs, or other source identifiers, and any and all phonetic equivalents, confusingly similar variants, simulations, reproductions, copies, or colorable imitations thereof, together with all federal and state registrations, pending applications for federal and state registration, and all extensions and renewals thereof, both foreign and domestic, together with the goodwill of the business symbolized by and associated with each of the foregoing (collectively, the “**Trademarks**”); (ii) the registered and unregistered copyright rights for the works of authorship identified in **Schedule A**, and all related registered and unregistered copyrights in all writings, graphics, artwork, renderings, depictions, documentation, compilations, collective works, and all related works of authorship, and all moral rights therein (collectively, the “**Copyrights**”); (iii) the domain names identified in **Schedule A** (“**Domain Names**”); and (iv) all other trade secrets, know-how, and other intellectual property or proprietary rights worldwide in and to all other ideas, concepts, inventions, methods, processes, devices, improvements, and customizations, along with all improvements to any of the foregoing, made or conceived in whole or in part by Assignor in connection with Assignor’s Business or services.

2. **Assignment**. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee: (i) all of Assignor’s right, title, and interest in and to the IP Assets, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; (ii) all rights to income, royalties, and

license fees derived from the IP Assets from and after the Effective Date, and all amounts receivable or due and owing on the Effective Date; (iii) all causes of actions, claims, and rights to damages or profits, arising by reason of past, present, and future infringements of the IP Assets, or injury to the goodwill associated with the Trademarks or other IP Assets, and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns, and other legal representatives.

3. Assistance. From and after the Effective Date, Assignor shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder. Without limiting the foregoing, Assignor shall execute and deliver to Assignee such assignments and other documents, certificates, and instruments of conveyance in a form reasonably satisfactory to Assignee and suitable for filing with the USPTO, Washington Secretary of State or other authority as necessary to record and perfect this assignment, and to vest in Assignee all right, title, and interest in and to the IP Assets in accordance with applicable law. As between Assignor and Assignee, Assignee shall be responsible, at Assignee's expense, for filing this Agreement and/or other documents, certificate, and instruments of conveyance with the applicable authorities, provided that, upon Assignee's reasonable request, and at Assignee's expense, 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 IP Assets in accordance with this Agreement to Assignee, or any of Assignee's successors or assigns.

4. General.

4.1 Assignment; Third Party Beneficiaries. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of the Parties. Nothing in this Agreement will be construed to give any person other than the Parties to this Agreement any legal or equitable right under or with respect to this Agreement or any provision of this Agreement, except such rights as will inure to a successor or permitted assignee pursuant to this Section 4.1.

4.2 Entire Agreement; Modification. This Agreement, including the schedules attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the Parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the Parties with respect to such subject matter. To the extent any provision of this Agreement conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern. This Agreement may not be amended except by a written agreement signed by each of the Parties to this Agreement.

4.3 Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or such provision to any other person or circumstance or in any other jurisdiction. Any invalid, illegal, or unenforceable provision in this Agreement shall be replaced by the Parties or, if the Parties are unable to reach such an agreement, by a court of competent jurisdiction, with a valid provision that most closely approximates the intent and economic effect of the invalid, illegal, or unenforceable provision.

4.4 Headings; Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All annexes, exhibits, and

schedules to this Agreement are incorporated into and constitute an integral part of this Agreement as if fully set forth herein. All words used in this Agreement will be construed to be of such gender or number as the context requires. All references to documents, instruments, or agreements will be deemed to refer as well to all addenda, exhibits, schedules, or amendments thereto. The language used in this Agreement will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. Each Party acknowledges that he or it has reviewed this Agreement and agrees that all rules of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting Party will not be available in the interpretation of this Agreement.

4.5 Choice of Law; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard to conflicts of laws principles. The courts located in Wilmington, Washington shall be the exclusive place of venue with respect to any legal proceedings between the Parties arising out of or related to this Agreement. EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

4.6 Counterparts; Effectiveness. This Agreement may be executed in one or more counterpart signature pages, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement, which shall be binding upon all of the Parties hereto notwithstanding the fact that all Parties are not signatory to the same counterpart. The exchange and delivery of executed copies of this Agreement and of signature pages by facsimile transmission, by electronic signature (whether digital or encrypted, such as one transmitted via DocuSign or EchoSign), by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature and shall be binding for all purposes hereof.

4.7 Attorneys’ Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement or the instruments or agreements contemplated by this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs, and expenses of enforcing any right of such prevailing party under or with respect to this Agreement or any such instrument or other agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs, and expenses of appeals.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf by a duly authorized representative, as of the date first above written.

ASSIGNOR:

CPI Plumbing & Heating, Inc.
a Washington corporation

By: Bradford Tully
Name: Bradford Tully
Title: President

ASSIGNEE:

CPI Plumbing, Heating & Cooling, LLC
a Delaware limited liability company

By: _____
Name: A.J. Brown
Title: Group Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf by a duly authorized representative, as of the date first above written.


ASSIGNOR:

CPI Plumbing & Heating, Inc.
a Washington corporation

By: _____
Name: Bradford Tully
Title: President

ASSIGNEE:

CPI Plumbing, Heating & Cooling, LLC
a Delaware limited liability company

By:  _____
Name: A.J. Brown
Title: Group Chief Executive Officer

Schedule A – IP Assets

As used in the Assignment of Intellectual Property by and among Assignor and Assignee the IP Assets include, without limitation, the Trademarks, Copyrights, and Domain Names as set forth below.

I. Trademarks.

The “Trademarks” include, without limitation, the registered and unregistered trademark rights in the following marks:

Mark	Jurisdiction	Registration No.	Registration Date
“Don’t Cry, Call CPI”	USPTO	#4845386	November 3, 2015
Common law rights to the unrecorded trademark “CPI Plumbing” and any/all logo(s) used by Assignor	Any applicable	N/A	N/A

II. Copyrights.

The “Copyrights” include, without limitation, the registered and unregistered copyright rights in the following works of authorship:

Work of Authorship	Registration No.	Registration Date
N/A		

III. Domain Names.

The “Domain Names” include, without limitation, the following domain names:

Domain	Registrar	Owner	Renewal Date
Cpiguy.com	Godaddy.com	Seller	8/13/2022
Cpiplumbingandheating.com	Godaddy.com	Seller	8/24/2022
Cpiheating.com	Godaddy.com	Seller	8/24/2022
Cpiplumbing.com	Godaddy.com	Seller	4/29/2023