

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOMEWORKS SERVICES CO.		06/07/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	HOMEWORKS SERVICES, LLC		
Street Address:	123 E. 70th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10021		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6244029	WE MAKE YOUR HOME WORK.	
CORRESPONDENCE DATA			
Fax Number:	3146215065		
<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:	314-621-5070		
Email:	iptm@atllp.com		
Correspondent Name:	Renee Reuter		
Address Line 1:	7700 Forsyth Blvd., Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105-1847		
ATTORNEY DOCKET NUMBER:	42102-TBD		
NAME OF SUBMITTER:	Renee Reuter		
SIGNATURE:	/Renee Reuter/		
DATE SIGNED:	11/09/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of June 7, 2021, is made by HOMEWORKS SERVICES CO., a Minnesota corporation (“Seller”), in favor of HOMEWORKS SERVICES, LLC, a Delaware limited liability company (“Buyer”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller, and other parties named therein, dated as of the date hereof (the “Asset Purchase Agreement”). Buyer and Seller are referred to collectively herein as the “Parties” and, each of them, a “Party”.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and, if applicable, the Minnesota Secretary of State;

NOW THEREFORE, the Parties agree as follows:

1. Trademark Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) The trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) All common law rights associated with the trademarks that are the subject of the trademark registrations set forth on Schedule 1 hereto;

(c) All rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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. Domain Name Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the domain names set forth in Schedule 2 hereto (the “Assigned Domain Names”), including any usernames, passwords, authorization codes necessary or other information necessary to transfer the Assigned Domain Names to Buyer.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and, when applicable, the officials of corresponding entities or agencies in any state to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall provide such reasonable cooperation and assistance to Buyer 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 necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

4. Domain Name Cooperation. Seller shall perform all acts necessary to effect the transfer of the Assigned Domain Names from Seller to Buyer including, but not limited to, the execution, notarization, and return to Buyer or its agents of any transfer forms required by Buyer or Seller's Internet domain name registrars.

5. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks and Assigned Domain Names. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6. 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 to be one and the same agreement. A signed copy of this Trademark Assignment delivered by .pdf 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.

7. 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.

8. 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 Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

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

HOMEWORKS SERVICES CO.

By: 

Name: Andrew J. Ryan

Title: Chief Executive Officer

Address for Notices:

HomeWorks Services Co.

Attn: Andrew J. Ryan

1230 Eagan Industrial Rd. Ste. 117

Eagan, MN 55121

Email: andyr@callhomeworks.com

HOMEWORKS SERVICES, LLC

By:

Name: Linfu (Frank) Zhang

Title: President and Secretary

Address for Notices:

Legacy Service Partners, LLC

123 E. 70th Street

New York, NY 10021

[Signature Page to Trademark Assignment Agreement]

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

HOMEWORKS SERVICES CO.

By: _____

Name: Andrew J. Ryan

Title: President

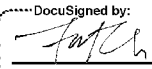
Address for Notices:

[_____]

[_____]

[_____]

HOMEWORKS SERVICES, LLC

By:  _____

Name: Linfu (Frank) Zhang

Title: President and Secretary

Address for Notices:

Legacy Service Partners, LLC

123 E. 70th Street

New York, NY 10021

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS

We make your home work.

Trademark identified as WE MAKE YOUR HOME WORK and design, a Service Mark in Int'l Class 37 with United States Serial Number 88962412, United States Registration Number 6244029, and a Registration Date of January 12, 2021.

Schedule 2

ASSIGNED DOMAIN NAMES

Aabbottferraro.com
Aabbottferaro.net
Aabbottferraroheatingair.com
Abbottferraro.com
Adamshealthyhome.com
Adamshealthyhome.net
afheat.info
callcomfortworks.com
callhomework.com
callhomeworks.com
callmphtoday.com
callrooterworks.com
homeworksac.com
homeworksair.com
homeworksairconditioning.com
Homeworksheating.com
Homeworksplumbingheating.com
Homeworksplumbingheatingair.com
Homeworksplumbing.com
Mnplumbingandheating.com
Homeworksrooter.com
Joinhomeworks.com
Michaelsair.com