

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plumbing Heating Paramedics LLC		01/17/2024	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	PHP Franchise, LLC		
Street Address:	9750 E. 150th Street		
City:	Noblesville		
State/Country:	INDIANA		
Postal Code:	46060		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	7101842	DON'T WORRY, WE'RE HERE TO HELP.	
Registration Number:	7101841		
Registration Number:	7101840	HEATING + AIR PARAMEDICS	
Registration Number:	4078243	PLUMBING HEATING PARAMEDICS	
Registration Number:	7101837	PLUMBING PARAMEDICS	
Registration Number:	7101839	DON'T WORRY, WE'RE HERE TO HELP.	
Registration Number:	5070992	PLUMBING PARAMEDICS INC. 24 HOUR SERVICE	
Registration Number:	7101838		
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-7129		
Email:	nytef@jonesday.com		
Correspondent Name:	Carrie L. Kiedrowski		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	560255641064		
NAME OF SUBMITTER:	Carrie L. Kiedrowski		

CH \$215.00 7101842

SIGNATURE:	/Carrie L. Kiedrowski/
DATE SIGNED:	01/18/2024
Total Attachments: 6 source=Trademark Assignment Agreement PHP Franchise LLC 1-17-24 (signed)#page1.tif source=Trademark Assignment Agreement PHP Franchise LLC 1-17-24 (signed)#page2.tif source=Trademark Assignment Agreement PHP Franchise LLC 1-17-24 (signed)#page3.tif source=Trademark Assignment Agreement PHP Franchise LLC 1-17-24 (signed)#page4.tif source=Trademark Assignment Agreement PHP Franchise LLC 1-17-24 (signed)#page5.tif source=Trademark Assignment Agreement PHP Franchise LLC 1-17-24 (signed)#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is effective as of January 17, 2024 (the “Effective Date”), and entered by and between Plumbing Heating Paramedics LLC, an Indiana limited liability company with a principal place of business at 9750 E. 150th Street, Suite 500, Noblesville, Indiana 46060 (“Assignor”), and PHP Franchise, LLC, a Delaware limited liability company with a principal place at business of 9750 E. 150th Street, Noblesville, Indiana 46060 (“Assignee”) (collectively, the “Parties”).

WHEREAS, Assignor owns of all trademark(s) and service mark(s) used in connection with its business, including but not limited to all common law rights, all application(s) and registration(s) thereof as shown in the attached Schedule A, and all goodwill of the business associated therewith and symbolized thereby (the “Assigned Marks”); and

WHEREAS, Assignee is desirous of acquiring the exclusive right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns, all of its right, title, and interest in and to the Assigned Marks, including without limitation, the trademark (including as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof, and any and all other tangible or intangible rights arising from or related to the Assigned Marks or Assignor’s use of the Assigned Marks.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Representations by Assignor. Assignor represents that it is the owner of all rights in and to the Assigned Marks and that it has the right to grant the assignment herein to Assignee.

4. Procedures. Assignor agrees that, upon request, it will, at Assignee’s expense for any reasonable costs incurred, promptly furnish all necessary documentation relating to or supporting chain of title and confirming Assignee’s ownership of all right, title, and interest in and to the Assigned Marks, and sign and deliver all papers, take all rightful oaths, and do all acts that may be reasonably necessary for vesting title to the Assigned Marks in Assignee, its successors and assigns. In the event Assignor fails to execute such documentation after a reasonable amount of time, Assignor hereby appoints Assignee with full and complete authority and power of attorney to act in the stead of Assignor and to execute and record as its attorney-in-fact such transfer documentation.

5. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

6. Entire Agreement; Counterparts. This Assignment, together with the attached Schedule A, constitute the entire agreement, and supersedes any and all prior or contemporaneous agreements, whether written or oral, with regard to the Assigned Marks. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. An executed copy of this Assignment may be delivered by means of a facsimile machine or other electronic transmission (including .pdf., tif, .gif, .jpeg or similar attachment to electronic mail files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

ASSIGNOR

PLUMBING HEATING PARAMEDICS LLC

DocuSigned by:
By: Theodore Demarino
A82F588742924D5...

Name: Theodore Demarino

Title: Chief Executive Officer

ASSIGNEE

PHP FRANCHISE, LLC



DocuSigned by:
By: Robert G. Huelin
5FE8D6AB0E9242F...

Name: Robert G. Huelin

Title: Chief Legal Officer

SCHEDULE A

Registered Trademarks

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date	Class number and services
US	H+A Paramedics Badge Design 	97/097,530	10/28/2021	7,101,842	7/4/2023	37 Installation and repair of heating, ventilating and air-conditioning systems; Heating contractor services; Installation, maintenance and repair of heating systems; Air conditioning contractor services; Installation, maintenance and repair of air-conditioning systems
US	H+A Paramedics Star Icon 	97/097,525	10/28/2021	7,101,841	7/4/2023	35 Franchising, namely, offering business management assistance in the establishment and/or operation of businesses providing commercial and residential improvement, maintenance, and repair services; franchising, namely, consultation and assistance in business management, organization and promotion; franchising, namely, franchise consulting, promotion, and assistance services, namely, offering business management assistance to existing and prospective franchisees in the establishment and operation of businesses in the field of commercial and residential improvement, maintenance, and repair services; providing support services to franchise businesses, namely, business management, business administration, business promotion, and business consulting services 37 Installation and repair of heating, ventilating and air-conditioning systems; Heating contractor services; Installation, maintenance and repair of heating systems; Air conditioning contractor services; Installation, maintenance and repair of air-conditioning systems
US	HEATING + AIR PARAMEDICS	97/097,523	10/28/2021	7,101,840	7/4/2023	35 Franchising, namely, offering business management assistance in the establishment and/or operation of businesses providing commercial and residential improvement, maintenance, and repair services; franchising, namely, consultation and assistance in business management,

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date	Class number and services
						<p>organization and promotion; franchising, namely, franchise consulting, promotion, and assistance services, namely, offering business management assistance to existing and prospective franchisees in the establishment and operation of businesses in the field of commercial and residential improvement, maintenance, and repair services; providing support services to franchise businesses, namely, business management, business administration, business promotion, and business consulting services</p> <p>37 Installation and repair of heating, ventilating and air-conditioning systems; Heating contractor services; Installation, maintenance and repair of heating systems; Air conditioning contractor services; Installation, maintenance and repair of air-conditioning systems</p>
US	<p>PLUMBING HEATING PARAMEDICS (Stylized & Design)</p> 	85/293,232	4/12/2011	4,078,243	12/27/2011	37 Repair of heating, plumbing and air conditioning systems
US	PLUMBING PARAMEDICS	97/097,517	10/28/2021	7,101,837	7/4/2023	<p>35 Franchising, namely, offering business management assistance in the establishment and/or operation of businesses providing commercial and residential improvement, maintenance, and repair services; franchising, namely, consultation and assistance in business management, organization and promotion; franchising, namely, franchise consulting, promotion, and assistance services, namely, offering business management assistance to existing and prospective franchisees in the establishment and operation of businesses in the field of commercial and residential improvement, maintenance, and repair services; providing support services to franchise businesses, namely, business management, business administration, business</p>

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date	Class number and services
						promotion, and business consulting services 37 Plumbing; Plumbing services; Plumbing contractor services; Drain cleaning services; Drain and sewer cleaning and rotering services
US	Plumbing Paramedics Badge Design 	97/097,521	10/28/2021	7,101,839	7/4/2023	37 Plumbing; Plumbing services; Plumbing contractor services; Drain cleaning services; Drain and sewer cleaning and rotering services
US	PLUMBING PARAMEDICS INC. 24 HOUR SERVICE (Stylized & Design) 	86/575,331	3/25/2015	5,070,992	11/1/2016	37 Drain cleaning services; Plumbing; Plumbing contractor services; Plumbing services
US	Plumbing Paramedics Star Icon 	97/097,520	10/28/2021	7,101,838	7/4/2023	35 Franchising, namely, offering business management assistance in the establishment and/or operation of businesses providing commercial and residential improvement, maintenance, and repair services; franchising, namely, consultation and assistance in business management, organization and promotion; franchising, namely, franchise consulting, promotion, and assistance services, namely, offering business management assistance to existing and prospective franchisees in the establishment and operation of businesses in the field of commercial and residential improvement, maintenance, and repair services; providing support services to franchise businesses, namely, business management, business administration, business promotion, and business consulting services 37 Plumbing; Plumbing services; Plumbing contractor services; Drain cleaning services; Drain and sewer cleaning and rotering services

Unregistered Trademarks and Tradenames

US	PLUMBING PARAMEDICS	Drain cleaning services; Plumbing; Plumbing contractor services; Plumbing services
US	PLUMBING PARAMEDICS INC.	Drain cleaning services; Plumbing; Plumbing contractor services; Plumbing services