

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHS FRANCHISING LLC		11/16/2015	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Spectrum Home Services Franchising LLC		
Street Address:	4079 N. Rancho Drive, Suite 195		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89130		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78422233	SPECTRUM HOME SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3056736872		
<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:	3056736686		
Email:	richard@4trademark.com		
Correspondent Name:	RICHARD L MORRIS JR ESQ		
Address Line 1:	P.O. Box 398538		
Address Line 2:	c/o 1-800-4-TRADEMARK		
Address Line 4:	MIAMI BEACH, FLORIDA 33139		
NAME OF SUBMITTER:	RICHARD L MORRIS JR ESQ		
SIGNATURE:	/rmorris/		
DATE SIGNED:	04/21/2016		
Total Attachments: 23			
source=spectrum home services assignment Trademark 4-20-16#page1.tif			
source=spectrum home services assignment Trademark 4-20-16#page2.tif			
source=spectrum home services assignment Trademark 4-20-16#page3.tif			
source=spectrum home services assignment Trademark 4-20-16#page4.tif			

OP \$40.00 78422233

source=spectrum home services assignment Trademark 4-20-16#page5.tif
source=spectrum home services assignment Trademark 4-20-16#page6.tif
source=spectrum home services assignment Trademark 4-20-16#page7.tif
source=spectrum home services assignment Trademark 4-20-16#page8.tif
source=spectrum home services assignment Trademark 4-20-16#page9.tif
source=spectrum home services assignment Trademark 4-20-16#page10.tif
source=spectrum home services assignment Trademark 4-20-16#page11.tif
source=spectrum home services assignment Trademark 4-20-16#page12.tif
source=spectrum home services assignment Trademark 4-20-16#page13.tif
source=spectrum home services assignment Trademark 4-20-16#page14.tif
source=spectrum home services assignment Trademark 4-20-16#page15.tif
source=spectrum home services assignment Trademark 4-20-16#page16.tif
source=spectrum home services assignment Trademark 4-20-16#page17.tif
source=spectrum home services assignment Trademark 4-20-16#page18.tif
source=spectrum home services assignment Trademark 4-20-16#page19.tif
source=spectrum home services assignment Trademark 4-20-16#page20.tif
source=spectrum home services assignment Trademark 4-20-16#page21.tif
source=spectrum home services assignment Trademark 4-20-16#page22.tif
source=spectrum home services assignment Trademark 4-20-16#page23.tif

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made by and among Spectrum Home Services Franchising LLC, a Nevada Limited Liability Company ("Buyer"; and SHS Franchising, LLC, a Utah limited liability company ("Seller"), effective the 16th day of November 2015.

RECITALS:

Seller is the Franchisor of a home care franchise business, (the "Business"); and Seller desires to sell and Buyer desires to purchase, certain assets, intangible assets and goodwill of Seller used in the operation of the Business (collectively, the "Purchased Assets").

AGREEMENTS:

IN CONSIDERATION of the recitals and agreements set forth herein, the parties agree as follows:

1. Purchase Price. The purchase price ("Purchase Price") for the Purchased Assets shall be \$50,000, payable not later than the Closing, as defined below.
2. Sale of Assets. At the Closing, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain assets of the Business, including, but not limited to:
 - a. Included Assets: The asset being sold by Seller and purchased by Buyer are set forth in Exhibit A, and include without limitation, the following assets, properties and rights of Seller used directly or indirectly of the Seller's business:
 - i. All rights the Seller has in under patent, trademark, service mark, trade name or copyright, whether registered or unregistered and any applications pending as of Closing:
 - ii. All of the Seller's technologies, methods, formulations, databases, trade secrets, confidential and proprietary manuals, knowhow, inventions and other intellectual property used by the Seller or under development
 - iii. All of the Seller's records, manuals and other documents (collectively, the "Records") relating to or used in connection with the Seller's quality assurance/quality control programs, if any, developed for the Seller, records relating to personnel qualifications in connection with the quality assurance/quality control program and administration of any quality assurance program. All franchise agreements executed between seller and franchisees, as well as all files regarding franchisee operations and Sellers monitoring and compliance reports.
 - iv. All information, files, records, data, plans, and contracts and recorded knowledge, including customer and supplier lists related to the Seller.

- v. All of the Seller's maintenance and service contracts
- vi. The Seller's current telephone numbers in use by the Seller as of the Closing.
- vii. The Seller's Website including e-mail, URL, training materials and Franchise Disclosure Documents and all state registration files and documents, regarding the registration of the FDD in those states requiring such.
- viii. Any and all funds paid to Seller by franchisees relating to future services or territories not yet assigned to the franchisee. This shall include but is not limited to the pro-rata share of franchise or renewal fees.
- ix. All franchise agreements and any development agreements.

b. Excluded Assets. The following assets are excluded from this Agreement:

- 1. Any cash or cash equivalents held by or on behalf of Seller.
- ii. *All securities*.
- iii. All accounts receivable invoiced by Seller prior to the Closing, including any royalties owed or due to Seller prior to closing.
- iv. All work in process, meaning all claims for services performed or goods sold prior to the Closing and billed by the Seller prior to Closing.
- v. All notes receivable owing to the Seller prior to Closing.
- vi. The Seller's corporate seals, certificates of incorporation, minute books, stock books, tax returns, books of account and /or other records having to do with corporate organization of Seller

3. Payment Terms.

- a. \$50,000.00 Buyer will pay this amount in cash at the Closing as defined in Paragraph No.4c.

4. Documents and Deliveries. Each of the parties agrees to make deliveries as follows on or before the Closing:

a. Seller shall execute and deliver a Bill of Sale conveying all of the Purchased Assets;

b. Buyer shall deliver notices of transfer and assignments of franchise agreements;

c. Seller and Buyer shall also execute and deliver such other documents as are reasonably required to close this transaction in accordance with the terms of this Agreement.

d. Closing. The sale, purchase, and other activities provided for herein (the "Closing") shall occur on or before November 30, 2015 at a mutually agreed location as determined by the Buyer and Seller.

5. Conditions. The purchase and sale contained in this Agreement are subject to the following conditions: All contingencies shall be deemed removed, unless written notice of inability to remove contingencies is received prior to Closing.

a. Conditions To Buyer's Performance. Buyer shall be under no obligation to close the transactions contemplated by this Agreement unless the following conditions shall be satisfied on or prior to the Closing Date, or such other date as Buyer and Seller may agree;

1. Buyer requires receipt of all the documents listed in "Exhibit B" (the "Documents") herein for its inspections within 10 days of the effective date of this agreement, which is defined as the date upon which all parties hereto have executed this Agreement. Buyer shall have 15 days after receipt of all the required documents to complete their review ("Review Period") and may terminate this Agreement in writing or via Email within said Review Period if any of the information provided in the Documents does not in Buyer's sole and unfettered discretion justify the finalization of this transaction. In the event of such termination, any deposits shall be immediately returned to Buyer.
- ii. Material Adverse Change. Buyer shall have determined, in its reasonable judgment, that there has been no material adverse change in the Purchased Assets from the time of its due diligence through the Closing Date;
- iii. As of the Closing Date, all of the Purchased Assets shall be free and clear of any liability, obligation, mortgage, pledge, lien, claim, charge, security interest, restriction, easement, right of way, lease, license, adverse claim or other encumbrances of any nature whatsoever, direct or indirect, whether accrued, absolute, contingent or otherwise; except as expressly assumed by the Buyer
- iv. Seller shall not be in breach of any of the terms of this Agreement;
- v. Seller shall not be in breach of any of the franchise agreements;
- vi. Seller shall furnish Buyer all consents, licenses and permits necessary for transfer of the Purchased Assets; and
- vii. Seller shall assign all franchise agreements to Buyer and notify all Franchisees of same, including the new contact and payment information of the Buyer for collection of royalties and other monies due in the course of operating a SHS franchise.

b. Conditions To Seller's Performance. Any provision of this Agreement to the contrary notwithstanding, Seller shall be under no obligation to close the transactions contemplated by this Agreement unless on or prior to the Closing Date Buyer shall not be in breach of any of the terms of this Agreement.

6. Representations, Warranties, and Additional Covenants of Seller. Seller warrants, represents and covenants to Buyer as follows:

a. Seller is an limited liability company duly organized validly existing and in good standing under the laws of the State of Utah;

b. This Agreement has been duly executed by Seller. Seller has all necessary corporate power and authority to enter into this Agreement and to perform the obligations to be performed hereunder. This Agreement constitutes a valid and legally binding obligation of Seller and the consummation of the transactions contemplated hereby has been, or shall have been prior to the Closing Date, duly authorized and approved by all requisite action on the part of Seller. As of the Closing Date, the execution and delivery of this Agreement shall not violate the Articles of Incorporation or Bylaws of Seller or any other agreement or undertaking to which Seller is a party;

c. There are no suits, actions, legal proceedings or claims pending or threatened by any person, firm or entity affecting or involving the Purchased Assets which could reasonably be expected to interfere with the transactions hereunder or which might reasonably be expected to result in a material adverse change in the business or condition of the Purchased Assets;

d. All the representations and warranties of Seller shall be true and correct on and as of the Closing Date; and

e. Until the Closing Date, Seller (i) shall conduct the Business in the ordinary course and use best efforts to maintain and preserve the Purchased Assets, and (ii) shall not authorize or consummate any distributions of the Purchased Assets to its shareholders or members, or any acquisition of assets or any sale or disposition of the Purchased Assets other than in the ordinary course of business.

f. All assets sold under this agreement are in "as is" condition, Seller does not warranty their condition and Buyer has had an opportunity to inspect all assets being purchased under this Agreement.

7. Buyer's Representations, Warranties, and Additional Covenants. Buyer hereby represents and warrants and covenants to Seller as follows:

a. This Agreement has been duly executed by Buyer. Buyer has all necessary authority to enter into this Agreement and to perform the obligations to be performed hereunder. This Agreement constitutes a valid and legally binding obligation of Buyer and the consummation of the transactions contemplated herein have been, or will have been prior to the Closing Date, duly authorized and approved by all requisite action on the part of Buyer; and

b. All the representations and warranties of Buyer shall be true and correct on and as of the Closing Date.

8. Tax Returns. Seller is solely responsible for the filing of all tax returns, which are due as of the Closing or will become due after Closing, to any federal, state or local authorities.

Seller is also solely responsible for closing out any such tax return filing requirements with the various federal, state and local authorities.

9. Indemnification.

a. The Seller. Seller agrees to indemnify, defend, and hold Buyer harmless against any and all liabilities, losses, damages, costs and expenses of any kind, including, but not limited to, reasonable costs and attorneys' fees, arising from the falsity of, or failure to perform, any representation, warranty or covenant contained in this Agreement or any exhibit or instrument furnished pursuant to this Agreement. Seller additionally agrees to indemnify Buyer for all claims, losses, litigation or actions relating to Seller's operation as a franchisor for events and actions relating to their operation as a franchisor. If prior to the full payment by Buyer of all sums due by it under the Note, Buyer learns of any encumbrance on the Purchased Assets that accrued prior to the Closing, Buyer may pay the debt secured by such encumbrance and deduct the amount so paid from any amounts due under the Note.

b. The Buyer. Buyer agrees to indemnify, defend, and hold Seller harmless, at all times after the Closing, from any and all liabilities, losses, damages, costs and expenses, including, but not limited to, reasonable attorneys' fees, resulting or arising from Buyer's ownership of the Assets following the Closing.

10. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

11. Consulting Agreement

Seller agrees to be available to Buyer to provide guidance and advice as to the use and implementation of the assets sold under this Agreement. Seller agrees to be available to Buyer to provide this guidance and advice for a maximum of 2 hours per week for 16 weeks. Seller and Buyer agree that the 16 week time that Seller will be available to buyer to provide guidance and advice are 16 consecutive weeks that will begin the first Sunday following the date of this agreement and will end on the Saturday of the 16th week following the date of this agreement. Seller and Buyer agree that Seller is not obligated to render services or perform duties for the Buyer and that Seller is only obligated to provide Buyer with guidance and advice as to the assets covered by this Agreement. Seller and Buyer also agree that Seller will only provide this guidance and advice upon the request of the Buyer and if the Buyer makes no request for guidance and advice, Seller is not obligated to provide such services. Seller and Buyer agree that once the 16th week, as defined above, has passed, Seller is no longer obligated to provide guidance and advice to Buyer unless the parties agree in a separate written agreement that such services will be rendered. Seller agrees that Buyer will not provide any compensation for the guidance and advice that Seller gives Buyer during the 16 weeks that are defined above.

12. General Provisions.

a. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it. It supersedes all prior agreements, representations and understandings of the parties. No modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions and no waiver shall be binding unless made in writing and signed by the party making the waiver.

b. Assignment and Successors. Any person or entity shall be entitled to assign, in whole or in part, its rights to indemnification pursuant to Section 7 above, but no obligations may be assigned without the prior written consent of all persons and entities to whom such obligations are owed. This Agreement shall be binding on and shall inure to the benefit of the parties to it and their respective heirs, legal representatives, successors, and permitted assigns.

c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah. The state and federal courts in Salt Lake County, Utah shall be the sole venues for any Litigation or arbitration arising hereunder.

d. Attorney's Fees. If any action or any other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in any of the provisions of this Agreement the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in their action or proceeding in addition to any other relief to which they may be entitled.

e. Expenses. Each party shall be solely responsible for its respective expenses incurred in the negotiation and drafting of this Agreement as well as the obligations to be undertaken by the parties in this Agreement and the transactions proposed herein. Each party shall indemnify and hold harmless the other from and against all claims, expenses, liabilities and obligations incurred by or on behalf of such party or requested to be incurred by such party.

f. Construction. The terms of this Agreement have been reached by negotiation between the parties. If there is any ambiguity, this Agreement shall not be construed in favor of or against a party because it prepared a draft or final version hereof.

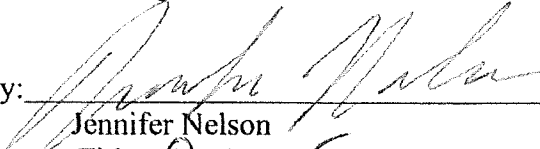
g. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all parties have executed at least one counterpart; and

h. Facsimile. Electronic facsimile signatures hereto shall be effective and binding between the parties hereto.

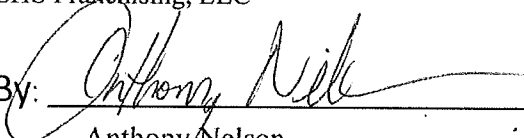
EXECUTED as of this Date

SELLER:

SHS Franchising, LLC

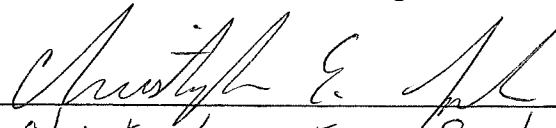
By: 
Jennifer Nelson
Title: Owner

SHS Franchising, LLC

By: 
Anthony Nelson
Title: Owner

BUYER:

Spectrum Home Services Franchising LLC

By: 
Christopher E. Spahr
Title: president

ASSIGNMENT AND ASSUMPTION AGREEMENT
SHS Franchising, LLC and Spectrum Home Services Franchising LLC.

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into this 16th day of November 2015, by and among SHS Franchising, LLC, a Utah Limited Liability company, having its principal place of business at 9690 South 300 West, Suite 320, Sandy, Utah 84070 ("Assignor") and Spectrum Home Services Franchising LLC. A Nevada Limited Liability company ("ASSIGNEE") whose principal address is 4079 N. Rancho Dr. Suite # 195 Las Vegas, NV 89130

WITNESSETH:

WHEREAS, ASSIGNOR has entered into an Asset Purchase Agreement with Assignee, dated:11/16/2015 (the "Agreement");

WHEREAS, ASSIGNOR desires to assign all its rights and obligations under the Agreement to ASSIGNEE for ASSIGNOR'S current franchise agreements, pursuant to Section 18.1 of the each Franchise Agreement in place. A list of the assigned franchise agreements is attached as "Exhibit A" to this Agreement.

WHEREAS, ASSIGNEE desires to obtain such rights and is willing to assume such obligations; and ASSIGNOR is willing to permit such assignment and assumption;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

1.01 Assignment and Assumption

Subject to all of the terms and conditions contained herein, ASSIGNOR hereby assigns to ASSIGNEE all of its right, title and interest in and to the Agreement, and delegates to ASSIGNEE all of ASSIGNOR'S duties and obligations of performance under the Agreement, and ASSIGNEE hereby accepts the assignment of such right, title and interest and assumes such duties and obligations effective immediately upon execution of this agreement by all parties hereto. ASSIGNEE agrees to assume and perform all duties and obligations of "Franchisor" under the Agreement; agrees to be bound by all of the covenants, terms, conditions, agreements and undertakings of "Franchisor" contained and set forth in the Agreement; and agrees to assume in all respects the status, rights, duties and liabilities of "Franchisor" under the Agreement effective immediately upon the execution of this agreement by all of the parties hereto. ASSIGNEE shall pay, honor and discharge all obligations of "Franchisor" under the Agreement, at the times and in the manner provided as though they were original obligations of ASSIGNEE or as though ASSIGNEE had originally executed the Agreement as "Franchisor" thereunder . The parties hereto agree to perform any and all acts and to execute and deliver any and all documents that may be reasonably necessary to carry out the provisions of this agreement.

2.01 Consent

FRANCHISOR/ASSIGNOR hereby consents to the assignment by ASSIGNOR of its rights, duties and obligations of performance under the Agreement to ASSIGNEE.

3.01 Waiver and Delay

No waiver or delay in the enforcement of any breach of any term, covenant or condition of this agreement shall be construed as a waiver of any preceding or succeeding breach or delay in enforcement, or any other term, covenant or condition of this agreement; and, without limitation upon any of the foregoing, the acceptance of any payment specified to be paid by ASSIGNOR hereunder shall not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this agreement.

4.01 Integration of Agreement

This agreement and all ancillary agreements executed contemporaneously herewith constitute the entire agreement between the parties with reference to the subject matter hereof and supersedes all prior negotiations, understandings, representations, and agreements, if any. This agreement may not be amended orally, but may be amended only by a written instrument signed by the parties hereto.

5.01 Assignment; Parties in Interest

This agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but this agreement and the rights, interests or obligations hereunder shall not be assigned by any party without the consent of the other parties, with the exception that FRANCHISOR shall have the right to assign this agreement, and all of its rights and privileges hereunder, to any person, firm, corporation or other entity, if such assignment is made in connection with an assignment of FRANCHISOR'S rights and privileges under the Agreement, and further provided that the conditions for such assignment in Article 18.1 of the Agreement are met. This Agreement is made for the benefit of the parties hereto, and nothing contained herein is intended to or does confer any benefit upon any other person, association or entity.

6.01 Notices

Any notice required or permitted to be given hereunder shall be in writing and shall be served upon the other parties at the addresses set forth above personally; by certified mail, return receipt requested, postage prepaid; or by overnight mail, and shall be effective on the date that delivery thereof is first attempted, with a copy thereof to be transmitted to:

Spectrum Home Services Franchising LLC

7.1 Miscellaneous

A. Governing Law; Venue; Construction and Interpretation

(a) This Agreement is to be construed in accordance with the law of the State of Nevada. Nothing in this sub-section is intended to invoke the application of any franchise or similar law, rule or regulation of the State of Utah or any other state, which would not otherwise apply. Any litigation arising out of or related to this agreement, or any breach thereof, shall be instituted in a court of competent jurisdiction in Nevada. The parties hereto expressly affirm and agree that any dispute as to the aforesaid venue shall be submitted to and resolved by a court of competent jurisdiction situated in the State of Nevada.

(b) The titles and subtitles of the various sections and paragraphs of this Agreement are inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants and conditions of this agreement.

(c) It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

B. Severability

Nothing contained in this agreement shall be construed as requiring the commission of any Act contrary to law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provision of this agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law. In the event that any part, section, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire agreement shall not fail on account thereof and the balance of the agreement shall continue in full force and effect. If any court of appropriate jurisdiction deems any provision hereof (other than for the payment of money) unreasonable, said court may declare a reasonable modification hereof and this agreement shall be valid and enforceable and the parties hereto agree to be bound by and perform the same as thus modified.

C. Counterparts

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, ~~the parties have duly executed this instrument on the date first~~
written above.

Assignor:
SHS Franchising, LLC

By:

Name:

Title:

James Nelson *Anthony Nelson*
Owner *Owner*

ASSIGNEE:

Spectrum Home Services Franchising LLC

By: Christopher E. Spahr

Name: Christopher E. Spahr

Title: president

Exhibit A

List of Assigned Franchise Agreements

John Roeske Spectrum Home Services of Northern California

Larry Spradling LJ Jones Incorporated

Frank and Sharon Teasley Spectrum Home Services of North Georgia

Jerome Morales Endless Roads Inc.

Frank and Melissa Beck Spectrum Home Services of North Atlanta

Joe Palese Spectrum Home Services of Northern Illinois

Dan Judd

Tom Barrett Spectrum Home Services of York County

Tom and Debbie Vinopal

Jamie Banks

Complete Escrow Services Corporation
117 S. Water Street
Suite A
Henderson, NV 89015
Phone: (702) 566-6866 Fax: (702) 566-6855

Escrow Instructions

To: Complete Escrow Services Corporation Escrow No.: 150024
117 S. Water Street Date:
Suite A
Henderson, NV 89015

Escrow Officer: Randy Day

Property Address: _____

Attached is an executed copy of the asset purchase agreement dated November 16, 2015 together with any counter-offers, addendums and amendments (collectively the "Purchase Agreement"). By their signatures below, buyer and seller confirm all applicable portions, property taxes, and Seller's assignment of proceeds necessary to pay the broker commission, if any, constitute the escrow instructions which you are to use, along with any additional mutual instructions to close the transactions described therein. We will execute additional instructions, documents and forms necessary to complete this transaction. To the extent, provisions of the Asset Purchase Agreement are inconsistent or contrary to the escrow instructions, it is agreed that the escrow instructions will have control as to the duties of Escrow Holder.

Close of escrow is to occur on or before November 18, 2015.

Escrow will be deemed open when Escrow Holder has:

- Received a fully executed copy of this instruction;
- Received a copy of the Asset Purchase Agreement;
- Received the Buyer's deposit if so specified in the Asset Purchase Agreement; and
- Executed a copy of these instructions indicating Escrow Holder's acceptance.

Upon the opening of Escrow Holder is Directed to:

- Order the payoff demands from existing lien holders;
- Forward a copy of each inspection report received to all parties for their review; and
- Comply with the lender's instructions, if any.
- END OF INSTRUCTIONS

Escrow No.: 150024

PLEASE READ THE GENERAL PROVISIONS ATTACHED. All of the terms, conditions and provisions as set forth on the attached General Provisions are approved, accepted and concurred in, by the parties whose signatures appear below.

Buyers:


Spectrum Home Services Franchising LLC

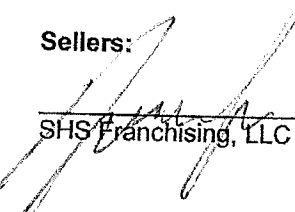
The foregoing terms, conditions and instructions are hereby concurred in, approved and accepted. I will hand you all the instruments and money necessary for me to enable you to comply therewith which you are authorized to use and/or deliver when you hold in this escrow, for my account, the funds, prorate adjustments and instruments deliverable to me under these instructions. I agree to pay your normal and customary escrow charges, except those the Buyer agrees to pay, my recording fees, charges for assurance of title, beneficiary statement(s) and/or demand(s) together with any amounts necessary to place title in condition called for, together with the commission to broker(s) if any provided in a separate instructions attached hereto and made a part hereof.

Seller acknowledges and understands that disbursement of any payoffs for encumbrances being paid off at close of escrow must be received by the lender by a specific date to avoid further accrual of interest either daily or monthly.

You are hereby instructed to forward payoff funds to the lender by express service of your choice and charge my/our account any fees for overnight delivery at close of escrow.

In the event the lender demands additional funds after the close of escrow, seller agrees to deposit any additional funds necessary to comply with lenders instructions immediately upon notice of same.

Sellers:


SHS Franchising, LLC

 owner /  owner

CERTIFICATE OF NON FOREIGN STATUS

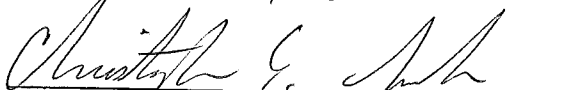
Section 1455 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Spectrum Home Services Franchising LLC, the undersigned hereby certifies:

1. The Buyer is not a foreign person, foreign partnership, foreign trust, or a foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. The Buyer's U.S. Social Security Number is 001-42-9045
3. The Buyer's address is: 9108 Little Horse Avenue, Las Vegas, NV 89143

The undersigned understand that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined the certification and to the best of my knowledge and belief, it is true, correct and complete.

DATED: November 18, 2015


Spectrum Home Services Franchising LLC

CERTIFICATE OF NON FOREIGN STATUS

Section 1455 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by SHS Franchising, LLC, the undersigned hereby certifies:

1. The Seller is not a foreign person, foreign partnership, foreign trust, or a foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations):

2. The Seller's U.S. Social Security Number is 548-69-1667

3. The Seller's address is: ~~9980 South 300 West Suite 200, Sandy, NV 84070~~

1196 West South Jordan Pkwy, South Jordan UT 84095

The undersigned understand that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined the certification and to the best of my knowledge and belief, it is true, correct and complete.

DATED: November 18, 2015

[Signature] owner *[Signature]* owner
SHS Franchising, LLC

Complete Escrow Services Corporation

117 S. Water Street

Suite A

Henderson, NV 89015

Phone: (702) 566-6866 Fax: (702) 566-6855

Privacy Policy for Complete Escrow Services Corporation

We Are Committed To Safeguarding Customer Information

In order to better serve your needs now and in the future, you have provided or will provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information obtained from a public record or from another person or entity.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transaction with us, our affiliated companies, or others; and
- Information we receive from a consumer-reporting agency.

Use of Information

The information you provide us is for our own legitimate business purposes and not for the benefit of any affiliated or nonaffiliated party. Therefore, we will not release your information to affiliated and nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with the Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic information.

TRADEMARK

REEL: 005775 FRAME: 0389

General Provisions

IMPORTANT - PLEASE READ CAREFULLY

Complete Escrow Services Corporation is licensed to engage in the business of escrow under License No. 3226 by the State of Nevada Division of Mortgage Lending.

1. DEPOSIT OF FUNDS

Escrow is instructed to clear all funds deposited in accordance with any applicable good funds laws prior to disbursal.

All funds received in this escrow account or accounts of Nevada State Escrow, Inc. with any state or national bank, or savings and loan association (the "depository Institution") and may be transferred to any other such general escrow account of accounts. The parties to this escrow acknowledge that the maintenance of such escrow accounts with some depository institution. Escrow holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment of other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to escrow holder and escrow holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that the funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of Nevada State Escrow Inc.

Some methods of funding may subject funds to the holding period, which must expire before any funds may be disbursed. In order to avoid any such delays, all funding should be done through wire transfer, certified check, cashiers or teller check.

To the extent provided by law, if for any reason funds are retained or remain in escrow following the close of escrow, you are to deduct there from a reasonable monthly charge as custodian there of not less than 10.00 per month.

2. PRORATION'S AND ADJUSTMENTS

All proration's and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. Re-proration's, if necessitated by subsequent changes, will be made direct and outside escrow. The phrase "close of escrow" (COE or CE) as used in this escrow means the date on which documents are recorded and relates only in proration and/or adjustments unless otherwise specified. You are to use information contained on last available tax statement and fire insurance policy delivered into escrow for the proration's provided for herein. Tax bills issued after close of escrow shall be handled directly between buyer and seller.

3. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes as result of revaluations by the Clark County Tax Assessor due to improvements being made or having been completed to the subject property handled in this escrow. ANY TAX BILLINGS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.

4. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

5. RECORDATION OF INSTRUMENTS

Recordation of any instruments delivered through this escrow, if necessary or proper for the issuance of the policy of title insurance called for, is authorized.

6. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements in this escrow, to the Real Estate Broker(s) and Lenders(s) named in this escrow.

Upon the filling of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow.

7. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

Either Buyer, Seller and/or Lender may hand you the insurance agent's name and insurance policy information, and you are to execute, on behalf of the principals hereto, from assignments of interest in any insurance policy (other than title insurance) called for in this escrow, forward assignment and policy to the insurance agent, requesting that the insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required, and forward such policy(s) to the principals entitled thereto. It is not your responsibility to verify the information handed to you or the assignability of said insurance. Your sole duty is to forward said request to insurance agent at close of escrow.

Further, there shall be no responsibility upon the part of Escrow Holder to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the principals, and outside of escrow.

8. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Agent to proceed with the closing of escrow without any consideration of matters of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

9. RIGHT OF RESIGNATION

Escrow Agent has the right to resign upon written ten (10) days written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and escrow agent shall have no liabilities hereunder.

10. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within three (3) working days thereafter, deliver, one copy of such notice to each of the other principals at the addresses stated in this escrow. UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN TEN (10) DAYS AFTER DATE OF SUCH MAILING. YOU ARE AUTHORIZED TO COMPLY WITH SUCH MAILING, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES. If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principal's mutual written instruction, or by final order of a court of competent jurisdiction.

11. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Agent, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay

your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action the amount thereof to be fixed and judgment therefore to be rendered by the court. the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be

12. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in returned to the parties depositing it. In the event of cancellation of this escrow, where it be at the request of any of the principals or otherwise, the fees and charges due Nevada State Escrow Inc. including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

13. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are no longer obligated to take any further action in connection with this escrow until further consistent instructions are received from the principals to this escrow (subject to sections 7,9,11 and 12).

14. REIMBURSEMENT ATTORNEY FEES/ESCROW HOLDER

In the event that a suit is brought by any party or parties to these escrow instructions to which the Escrow Agent is named as a party which results in a judgment in favor of the Escrow Agent and against a principal or principals herein, the principals or principals agent agree to pay said Escrow Agent all costs, expenses and reasonable attorney's fees which it may expend or incur in said suit, the amount thereof to be fixed and judgment therefore to be rendered by the court in said suit.

15. DELIVERY/RECEIPT

Delivery to Buyer and/or Seller as used in these instructions is to be by regular mail, and receipt is determined to be 72 hours after such mailing unless otherwise stated herein. All documents, balances and statements due to the undersigned are to be mailed to the address shown herein.

16. STATE/FEDERAL CODE NOTIFICATIONS

According to section 1521 of the Tax Reform Act of 1986, activity reports that will be utilized generate a 1099 statement to the Internal Revenue Service.

Pursuant to section 375.060 of the Nevada Revised Statutes of the State of Nevada, Principals will provide Escrow Holder with Declaration of Value prior to the close of escrow. We hereby acknowledge that lack of submission may prevent the county recordation of the document and may impact certain provisions under the Owners Policy.

Pursuant to the Foreign Investors in Real Property Tax Act, the Internal Revenue Code, Sections 1445 and 6039 C, and any applicable state codes affecting the same, Buyer and Seller herein represent and warrant that they will seek and obtain independent legal advice and counsel relative to their obligations and will take all steps in order to comply with such requirements and agree to hold you harmless relative to their compliance therewith. (SALE ONLY)

17. ENCUMBRANCES

A lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Agent and any amount later determined to be correct shall be settled between the parties direct and outside of escrow.

You are authorized to pay all encumbrances necessary to place title in condition called for herein, including buy not limited to prepayment penalties, without further approval of the undersigned.

18. ENVIRONMENTAL ISSUES

Complete Escrow Services Corporation has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done direct outside of escrow, Complete Escrow Services Corporation is released of any responsibility and/or liability in connection therewith.

19. CONSUMER CREDIT PROTECTION ACT

Anything to the contrary herein notwithstanding, Escrow Agent is hereby unconditionally relieved from any liability or responsibility whatsoever involving compliance with or adherence to Consumer Credit Protection Act (Trust In Lending) or similar law.

20. USURY

You are not to be concerned with any question of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

21. DISCLOSURE

Your knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

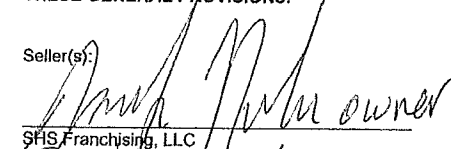
22. CLARIFICATION OF DUTIES

Complete Escrow Services Corporation serves ONLY as an Escrow Agent ONLY in connection with these instructions and cannot give legal advice to any party hereto.


THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTENT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PROCEEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

Seller(s):


SFS Franchising, LLC

Buyer(s):


Spectrum Home Services Franchising LLC



A. Settlement Statement (HUD-1)

B. Type of Loan

1. FHA 2. RHS 3. Conv. Unins. 6. File Number: 150024 7. Loan Number: 8. Mortgage Insurance Case Number:

4. VA 5. Conv. Ins. Other

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked *(POC)* were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Spectrum Home Services Franchising LLC, 9108 Little Horse Avenue, Las Vegas, NV 89143

E. Name & Address of Seller: SHS Franchising, LLC, 9980 South 300 West Suite 200, Sandy, NV 89170 NV
1196 West, South Jordan Pkwy South Jordan UT 84095

F. Name & Address of Lender:

G. Property Location:

H. Settlement Agent: Complete Escrow Services Corporation, 117 S. Water Street, Suite A, Henderson, NV 89015, (702) 566-6866
Place of Settlement: 117 S. Water Street, Suite A, Henderson, NV 89015

I. Settlement Date: 11/18/2015 **Proration Date:** 11/18/2015 **Disbursement Date:** 11/18/2015

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	\$50,000.00	401. Contract sales price	\$50,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$535.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	\$50,535.00	420. Gross Amount Due to Seller	\$50,000.00
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$45,137.13
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	\$0.00	520. Total Reduction Amount Due Seller	\$45,137.13
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	\$50,535.00	601. Gross amount due to seller (line 420)	\$50,000.00
302. Less amounts paid by/for borrower (line 220)	\$0.00	602. Less reductions in amount due seller (line 520)	(\$45,137.13)
303. Cash From/to Borrower	\$50,535.00	603. Cash To/From Seller	\$4,862.87

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

[Signature]
SHS Franchising, LLC

TRADEMARK
REEL: 005775 FRAME: 0392

L. Settlement Charges		
	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees		
Division of commission (line 700) as follows:		
701.		
702.		
703. Commission paid at settlement		
704.		
800. Items Payable in Connection with Loan		
801. Our origination charge (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen (from GFE #2)		
803. Your adjusted origination charges (from GFE A)		
804. Appraisal fee (from GFE #3)		
805. Credit report (from GFE #3)		
806. Tax service (from GFE #3)		
807. Flood certification (from GFE #3)		
808.		
900. Items Required by Lender to Be Paid in Advance		
901. Daily interest charges from (from GFE #10)		
902. Mortgage insurance premium for (from GFE #3)		
903. Homeowner's insurance for (from GFE #11)		
904.		
905.		
1000. Reserves Deposited with Lender		
1001. Initial deposit for your escrow account (from GFE #9)		
1002. Homeowner's insurance		
1003. Mortgage insurance		
1004. City property taxes		
1005. County property taxes		
1008. Annual Assessments (maint.)		
1007.		
1008.		
1009. Aggregate Adjustment		
1100. Title Charges		
1101. Title services and lender's title insurance (from GFE #4)	\$535.00	
1102. Settlement or closing fee to Complete Escrow Services Corporation \$500.00		\$500.00
1103. Owner's title insurance (from GFE #5)		
1104. Lender's title insurance		
1105. Lender's title policy limit		
1106. Owner's title policy limit		
1107. Agent's portion of the total title insurance premium		
1108. Underwriter's portion of the total title insurance premium		
1109. Wire Fee to Complete Escrow Services Corporation \$35.00		
1110. Overnight Courier Fee to Complete Escrow Services Corporation		\$35.00
1111.		
1112.		
1113.		
1114.		
1115.		
1200. Government Recording and Transfer Charges		
1201. Government recording charges (from GFE #7)		
1202. Deed Mortgage Releases		
1203. Transfer taxes (from GFE #8)		
1204. City/County tax/stamps		
1205. State tax/stamps		
1206.		
1300. Additional Settlement Charges		
1301. Required services that you can shop for (from GFE #6)		
1302. IRS Lien to Department of Treasury		\$44,602.13
1303.		
1304.		
1305.		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$535.00	\$45,137.13

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

CERTIFICATION:

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

Chantel G. Smith
 Spectrum Home Services Franchising LLC

Randy Day
 SHS Franchising, LLC

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Randy Day

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

