

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cooper Pest Solutions, Inc.		05/15/2018	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	The Terminix International Company Limited Partnership		
Street Address:	150 Peabody Place		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38103		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3339367		
Registration Number:	1609354	COOPER	
Registration Number:	1566379	COOPER	
CORRESPONDENCE DATA			
Fax Number:	9016807201		
<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:	9016807351		
Email:	barbara.arnold@butlersnow.com		
Correspondent Name:	Barbara Arnold, Butler Snow LLP		
Address Line 1:	6075 Poplar Avenue		
Address Line 2:	Suite 500		
Address Line 4:	Memphis, TENNESSEE 38119		
NAME OF SUBMITTER:	Barbara Arnold		
SIGNATURE:	/barbara arnold/		
DATE SIGNED:	01/09/2019		
Total Attachments: 6			
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ASSIGNMENT OF SERVICE MARKS, ACCOMPANYING
REGISTRATIONS AND GOODWILL

This Assignment of Service Marks, Accompanying Registrations and Goodwill (this "Assignment") is entered into as of May 15, 2018, and effective as of 12:00:01 a.m., Eastern Time, on May 15, 2018, by and between (i) The Terminix International Company Limited Partnership, a Delaware limited partnership (the "Assignee"), and (ii) Cooper Pest Solutions, Inc., a New Jersey corporation (the "Assignor"), in accordance with the terms of that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Asset Purchase Agreement"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the sum of One Dollar (\$1.00 U.S.) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. ASSIGNMENT.

1. Assignor does hereby sell, assign, transfer and convey to Assignee, all of Assignor's worldwide rights, title and interest in and to the service marks listed on Exhibit A attached hereto (the "Marks"), the applications and registrations therefor, any issuances, renewals or extensions of such registrations, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and the resulting right to recover damages, profits, restitution and injunctive and other legal and equitable relief for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Asset Purchase Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Asset Purchase Agreement, and with respect to matters addressed in the Asset Purchase Agreement but not addressed herein, the parties hereto agree that the terms of the Asset Purchase Agreement shall control.

3. Assignor agrees to execute and deliver, at the request of Assignee, any papers, instruments, affidavits, declarations, powers of attorney and assignments reasonably requested by Assignee to vest in Assignee all of Assignor's right, title and interest in and to the Marks and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful by Assignee.

B. MISCELLANEOUS.

1. This Assignment may be amended, modified and supplemented only by a written instrument authorized and executed and delivered by Purchaser and Seller. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the

party so waiving. The waiver by either party hereto of a breach of any provision of this Assignment shall not operate or be construed as a waiver of any other or subsequent breach.

2. This Assignment is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies, or claims under, or by any reason of, this Assignment or any term, covenant, or condition hereof.

3. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of Laws provision or rule that would cause the application of the Laws of any other jurisdiction. To the fullest extent permitted by applicable Law, each party hereto agrees: (i) that any claim, action or proceeding by such party seeking any relief arising out of, or in connection with, this Assignment or the transactions contemplated hereby shall be brought only in any state court in the State of Delaware or the United States District Court for the District of Delaware; (ii) to submit to the exclusive jurisdiction of such courts and waives and agrees not to assert any objection that the laying of such venue has been brought in an inconvenient forum; and (iii) that a judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. If a party elects to incur legal expenses to enforce or interpret any provision of this Assignment by judicial or arbitral proceedings, the prevailing party in such proceeding will be entitled to recover such legal expenses (including reasonable attorneys' fees, costs and disbursements at all court levels), in addition to any other relief to which such party shall be entitled. EACH OF THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

4. In the event any provision of this Assignment is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Assignment, which shall be and remain in full force and effect, enforceable in accordance with its terms.

5. The division of this Assignment into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Assignment. The parties have participated jointly in the negotiation and drafting of this Assignment, and in the event an ambiguity or question of intent or interpretation arises, this Assignment will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Assignment.

6. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission or other electronic transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile and other electronic transmission shall be deemed to be their original signatures for any purposes whatsoever. In making proof of this Assignment, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Assignment is sought.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be signed by an individual thereto duly authorized, all as of the date first written above.

ASSIGNEE:

THE TERMINIX INTERNATIONAL COMPANY LIMITED PARTNERSHIP

a Delaware limited partnership

By: TERMINIX INTERNATIONAL, INC., its General Partner

a Delaware corporation

By: [Signature]

Name: Matthew J. Stevenson

Title: President, Terminix Residential

State of Tennessee

County of Shelby

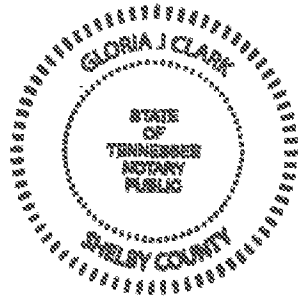
Before me, Gloria J. Clark, a Notary Public in and for the County and State aforesaid, personally appeared Matthew J. Stevenson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be President, Terminix Residential (or other officer authorized to execute this instrument) of Terminix International, Inc. the General Partner of Terminix International Company Limited Partnership, the within named Assignee, and that he, as such officer, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee in his/her capacity as officer of the General Partner of the Assignee.

Witness my hand and seal, at office in Memphis, Tennessee, this 10th day of May 2018.

[Signature]
Notary Public

[Stamp]
Gloria J. Clark
Notary Public
August 10, 2021

My Commission Expires: _____



(Assignee's Signature Page)

Cooper Pest Solutions, Inc.
Terminix International Company Limited Partnership

Assignment of Service Marks,
Accompanying Registrations, & Goodwill

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be signed by an individual thereto duly authorized, all as of the date first written above.

ASSIGNOR:

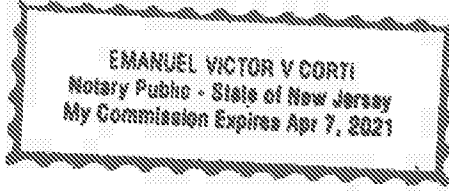
COOPER PEST SOLUTIONS, INC.,

a New Jersey corporation

Name: Phillip D. Cooper
Title: Chief Executive Officer

State of NJ

County of Meorce



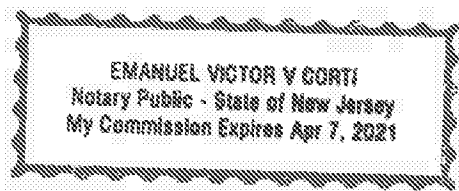
Before me, Emanuel V. Corti, a Notary Public in and for the County and State aforesaid, personally appeared Phillip Cooper, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be CEO (or other officer authorized to execute this instrument) of Cooper Pest Solutions, Inc., the within named Assignor, and that he/she, as such officer of the Assignor, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignor in his/her capacity as CEO.

Witness my hand and seal, at office in Lawrenceville, NJ, this 11 day of May, 2018.

My Commission Expires: 4/7/21
Emanuel V Corti
Notary Public

State of NJ

County of Meorce



Before me, Emanuel Corti, a Notary Public in and for the County and State aforesaid, personally appeared Richard Cooper, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be Vice President (or other officer authorized to execute this instrument) of [Subsidiary, if any], the within named Assignor, and that he/she, as such officer of the Assignor, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignor in his/her capacity as Vice President.

Witness my hand and seal, at office in Lawrenceville, NJ, this 11 day of MAY, 2018.



My Commission Expires: 4/7/21
Emanuel V Corti
Notary Public

EXHIBIT A

TRADEMARKS & REGISTRATIONS

(attached)

TRADEMARKS & REGISTRATIONS

Owner	Trademark Name	Registration #	Registration Dt	Sections 8 & 15 RENEWAL	Sections 8 & 9 Renewal	Notice Of Publication
Cooper Pest Solutions, Inc.		3339367	11/20/2007		11/20/2017-11/20/2027	
Cooper Pest Solutions, Inc.	Cooper	1609354	8/7/1990		8/7/2019-8/7/2020	
		1566379	11/14/1989		11/14/2018-11/14/2019	

Description:

Color Green

Cooper Pest hold the trademark for the use of the color green within the Pest Control industry. Gregory Pest in the Carolina's and ChemTee in New Jersey are grandfathered.

Cooper Pest Solutions, Inc. The trademark for our name

Logo Trademark for the logo and the eyes within the logo