

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mayvision Enterprises, Inc.		11/05/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	frontdoor, inc.		
Street Address:	150 Peabody Place		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38103		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4989251	CANDU PLUMBING & ROOTER	
Registration Number:	5191614	CANDU PLUMBING & ROOTER	
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<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:	202-625-3575		
Email:	kattendctm@katten.com		
Correspondent Name:	Michael Justus - Katten Muchin Rosenman		
Address Line 1:	2900 K Street, N.W.		
Address Line 2:	North Tower, Suite 200		
Address Line 4:	Washington, D.C. 20007-5118		
NAME OF SUBMITTER:	Michael R. Justus		
SIGNATURE:	/Michael R. Justus/		
DATE SIGNED:	04/07/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AND LICENSE BACK AGREEMENT

This TRADEMARK ASSIGNMENT AND LICENSE BACK AGREEMENT (the "Assignment"), is made effective as of the Effective Date, by and between Mayvision Enterprises, Inc., d/b/a Candu Plumbing & Rooter, a California corporation ("Assignor"), and frontdoor, inc., a Delaware corporation ("Assignee") (each, a "Party" and collectively, the "Parties").

WHEREAS, Assignor owns all right, title, and interest in and to the names and trademarks listed in Exhibit A including U.S. Trademark Registration Nos. 4,989,251 and 5,191,614;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest as of the Effective Date in and to any and all CANDU-formative names, identifiers, trademarks, and service marks including, but not limited to, the names and marks listed in Exhibit A (collectively, the "CANDU Marks"); and

WHEREAS, Assignor desires to receive as a material element of this Assignment Agreement, and Assignee is willing to grant to Assignor, a license back to use the CANDU Marks in connection with Assignor's plumbing and roofer services;

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

1. Conveyance. Subject to the limited license granted by the License Back Agreement referenced in Paragraph 5 herein, Assignor does hereby convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to (i) the CANDU Marks together with the goodwill symbolized thereby and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof; (b) bring actions and recover damages for past, present and future infringement or other violation thereof; and (c) grant licenses or other interests therein.

3. Recordation. Assignor hereby authorizes and requests the applicable trademark office or other governmental entity or registrar, to record Assignee as the owner of the CANDU Marks, and to issue the CANDU Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Subject to Paragraph 6 below, Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the CANDU Marks. Assignor shall provide reasonable cooperation and assistance at Assignee's request (and, to the extent any such cooperation and assistance is

requested by Assignee, at Assignee's expense including Assignor's reasonable attorneys' fees) to complete the recordation of this Assignment.

4. Further Assurances. Assignor shall provide Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense including Assignor's reasonable attorneys' fees (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, specimens of use, assignments, powers of attorney, or other documentation) to effect, register, or maintain the rights assigned herein, including: (a) the preparation, prosecution, maintenance, renewal, licensing, and assignment by Assignee of any applications or registrations assigned herein; and (b) the prosecution or defense by Assignee of any opposition, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying to the fact of the assignment of rights hereunder.

5. License Back. Assignee hereby grants to Assignor a license back to use the CANDU Marks pursuant to the terms of the separate license agreement attached as Exhibit B hereto, which shall be concurrently executed by the Parties at the time this Assignment is executed.

6. Confidentiality. The terms and provisions of this Assignment shall be, and remain, strictly confidential and shall not be disclosed to any person, except: (a) as required by law or court order (pursuant to a protective order or other confidentiality protection if possible); (b) to any employee, officer, director, attorney, accountant, auditor, or potential insurer or indemnitor of any Party who has a legitimate business reason to learn of this Assignment; (c) as required by either Party to carry out its obligations under this Assignment; (d) in any action or proceeding between the Parties where the existence or terms of the Assignment are at issue; or (e) by written agreement of the Parties. Notwithstanding the foregoing, Assignee may redact Paragraph 2 above and record the redacted version of the Assignment and Exhibit A with the U.S. Patent and Trademark Office for purposes of recording the assignment of the CANDU Marks to Assignee.

7. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective owners, affiliates, related companies, successors, and permitted assigns.

8. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

9. Construction: Entire Agreement. Both Parties participated in the negotiations regarding the drafting of this Assignment. As such, none of its provisions shall be construed against any Party. This Assignment and its exhibits constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof, and all prior agreements, negotiations, and understandings with respect to the subject matter hereof are canceled and superseded by this Assignment and its exhibits. This Assignment may be modified only by an instrument in writing signed by both Parties after the Effective Date.

10. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, USA, regardless of the laws that might otherwise govern

under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the federal or state courts located in Delaware, USA.

11. Counterparts. Both Parties represent that the person executing this Assignment on its behalf has full authority to execute this Assignment and to bind it as a Party. This Assignment may be executed in electronically transmitted counterparts.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and effective as of the date of the last signature below ("Effective Date").

Mayvision Enterprises, Inc.
d/b/a Candu Plumbing & Rooter
("Assignor")

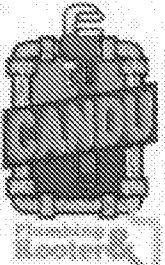
By : [Signature]
Name : George Salgado
Title : President
Date : 11/5/19

frontdoor, inc.
("Assignee")

By : [Signature]
Name : Jeffrey Farmer
Title : SVP & General Counsel
Date : 11/1/2019

EXHIBIT A

Registered Marks

MARK	REG. NO.	REG. DATE	OWNER
CANDU PLUMBING & ROOTER	4989251	June 28, 2016	Mayvision Enterprises, Inc.
	5191614	April 25, 2017	Mayvision Enterprises, Inc.

Domain Names

canduplumbing.com

Trade Names and Common Law Trademarks

Candu

Candu Plumbing

Candu Plumbing & Rooter