

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AquaGuard Waterproofing Contractors, Inc.	FORMERLY d/b/a AquaGuard Foundation Solutions	12/10/2020	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Groundworks Georgia, LLC		
Street Address:	1741 Corporate Landing Pkwy		
City:	Virginia Beach		
State/Country:	VIRGINIA		
Postal Code:	23454		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5538105	KNOWN BEST FOR BEING BETTER	
Registration Number:	5194861	AQUAGUARD FOUNDATION SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8584583005		
<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:	8584583000		
Email:	ryanenchelmayer@paulhastings.com		
Correspondent Name:	Ryan M. Enchelmayer		
Address Line 1:	4747 Executive Dr., 12th Fl.		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Ryan M. Enchelmayer		
SIGNATURE:	/Ryan M. Enchelmayer/		
DATE SIGNED:	12/22/2020		
Total Attachments: 6			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this “Assignment”) is effective as of December 10, 2020, by and among AquaGuard Waterproofing Contractors, Inc., a Georgia corporation (d/b/a AquaGuard Foundation Solutions) (“Assignor”) and Groundworks Georgia, LLC, a Delaware limited liability company (“Assignee”).

This Agreement is made and delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among Assignor, Assignee and the other parties thereto, pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Purchased Assets, including without limitation the trademarks and service marks set forth on Schedule A, attached hereto, including without limitation all registrations, applications to register, common law trademark rights and goodwill associated with any of the foregoing (collectively, the “Assigned Marks”) and the internet domain names set forth on Schedule B, attached hereto, including without limitation the domain name registrations thereof (collectively, the “Assigned Domain Names”). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor’s right, title, and interest in and to (i) the Assigned Marks, including without limitation the registered trademarks and trademark applications set forth on Schedule A, and (ii) the Assigned Domain Names; together with (b) all rights to income, royalties, and license fees deriving from the Assigned Marks or the Assigned Domain Names, all claims for damages by reason of past, present and future infringements and dilution of the Assigned Marks or the Assigned Domain Names or injury to the goodwill associated with the Assigned Marks or the Assigned Domain Names, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives (all of the foregoing, collectively, the “Assigned IP”); all of the foregoing, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assistance. Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Assigned IP, and the intellectual property rights therein assigned to Assignee hereunder. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor’s signature on any document needed in connection with the actions specified in this Section 2, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor’s agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor’s behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2 with the same legal force and effect as if executed by Assignor. Without limiting the generality of the foregoing, promptly upon execution of this Assignment, Assignor agrees to cooperate with Assignee to follow Assignee’s reasonable instructions in order to fully effectuate the transfer of the registration of the Assigned Domain Names in a timely manner. Specifically, Assignor agrees to correspond with the appropriate Assigned Domain Names registrar to authorize and instruct transfer of

the Assigned Domain Names and to follow the procedures of, and to enter into, any agreement of the Assigned Domain Name registrar to effect such transfer.

3. Miscellaneous. The provisions of Sections 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 9.11, 9.13 and 9.14 of the Purchase Agreement are incorporated by reference herein, *mutatis mutandis*.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

**AQUAGUARD WATERPROOFING
CONTRACTORS, INC.**, a Georgia corporation

DocuSigned by:

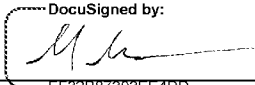
By: Tom DiGregorio
Name: Tom DiGregorio
Its: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNEE:

GROUNDWORKS GEORGIA, LLC, a
Delaware limited liability company

DocuSigned by:

By: 
Name: Matthew Malone
Its: Chief Executive Officer

SCHEDULE A

Assigned Marks

Trademarks:

Jurisdiction	Mark	App. Ser. No.	App. Date	Reg. No.	Reg. Date
United States	KNOWN BEST FOR BEING BETTER	87146811	Aug. 22, 2016	5538105	Aug. 14, 2018
United States	AQUAGUARD FOUNDATION SOLUTIONS	87146817	Aug. 22, 2016	5194861	May 02, 2017

SCHEDULE B

Assigned Domain Names

Aquaguard.net
Asofgeorgia.com
Concrete-leveling.aquaguard.net
Gutters.aquaguard.net
Roofing.aquaguard.net
Commercial.aquaguard.net
Theaquaguarddifference.aquaguard.net
Aquaguard.net/appointment-notice