

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richard E. Groff & Sons, Inc. d/b/a Neffsville Plumbing and Heating Services		04/01/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	LTP Neffsville, LLC		
Street Address:	7676 Forsyth Blvd., Suite 2700		
City:	Saint Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4526995	DRAIN SHARK	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	98599-10040		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	04/29/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of April 1, 2021 between Richard E. Groff & Sons, Inc. d/b/a Neffsville Plumbing and Heating Services, a Pennsylvania business corporation ("Assignor"), and LTP Neffsville, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to, and upon the terms of, that certain Asset Purchase Agreement dated as of April 1, 2021 (the "Purchase Agreement"), by and among Assignor, Assignee, Richard Groff, a resident of the Commonwealth of Pennsylvania, and Josh Blantz, a resident of the Commonwealth of Pennsylvania, Assignee agreed to purchase, acquire and accept (either directly or through one or more of its Affiliates), Assignor's worldwide right, title and interest in, to and under all trademarks, service marks, trade dress and logos set forth on Schedule A hereto, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals therefor (hereinafter collectively referred to as the "Trademarks"). Each capitalized term used and not defined in this Trademark Assignment shall have the meaning assigned to it in the Purchase Agreement; and

WHEREAS, in accordance therewith, Assignor desires to sell, convey, transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under such Trademarks.

NOW, THEREFORE, Assignor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks identified on Schedule A, and all the rights appurtenant thereto, together with the goodwill associated therewith and which is symbolized thereby, all income, royalties, damages, claims and payments for past, present and future infringements and/or misappropriations thereof, all rights and actions for past, present and future infringements and/or misappropriations thereof, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made. This Trademark Assignment and the rights and obligations hereunder shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.

Neither the making nor the acceptance of this sale, conveyance, assignment and transfer shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by any party to the Purchase Agreement of any liabilities, duties or obligations imposed thereby.

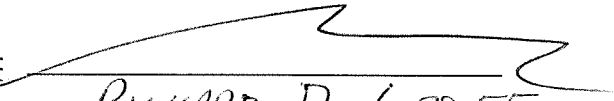
Except to the extent that U.S. federal law preempts state law with respect to matters covered hereby, this Trademark Assignment, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Trademark Assignment, or the negotiation, execution or performance of this Trademark Assignment, shall be governed by the law of the State of Delaware without reference to the choice of law doctrine of such state. **IN CONNECTION WITH ANY DISPUTE HEREUNDER, EACH PARTY HERETO WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY.**

This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same Trademark Assignment. This Trademark Assignment may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

**Richard E. Groff & Sons, Inc. d/b/a Neffsville
Plumbing and Heating Services**

By: 
Name: *RICHARD D. GROFF*
Title: *PRES*

ASSIGNEE:

LTP Neffsville, LLC

By: _____
Name: Jeff Aiello
Title: President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

**Richard E. Groff & Sons, Inc. d/b/a Neffsville
Plumbing and Heating Services**

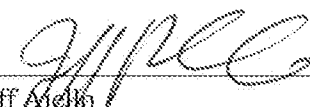
By: _____

Name:

Title:

ASSIGNEE:

LTP Neffsville, LLC

By:  _____

Name: Jeff Adello

Title: President

Schedule A

Trademarks

<u>Trademark Name</u>	<u>Country</u>	<u>Registrant</u>	<u>Application Number</u>	<u>Registration Number</u>
DRAIN SHARK	US	Richard E. Groff & Sons	85/943,056	4,526, 995