TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Cleaning Authority, LLC		05/14/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Authority Brands, LLC
Street Address:	7120 Samuel Morse Drive, Suite 300
City:	Columbia
State/Country:	MARYLAND
Postal Code:	21046
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4116370	DETAIL-CLEAN ROTATION SYSTEM
Registration Number:	4169942	DETAIL-CLEAN ROTATION SYSTEM
Registration Number:	3448682	LIFE'S TOO SHORT TO CLEAN YOUR OWN HOME
Registration Number:	4391804	MYTCA REWARD$
Registration Number:	3543199	THE CLEANING AUTHORITY
Registration Number:	2237954	THE CLEANING AUTHORITY
Registration Number:	5145535	THE CLEANING AUTHORITY CARES
Registration Number:	3543201	THE CLEANING AUTHORITY CLEAN HOMES. CLEA
Registration Number:	5475432	WHY WORK AFTER WORK?

CH $240.00 4116370

CORRESPONDENCE DATA

Fax Number: 6462192353

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.

Phone: 212 373 2488

Email: mamcdonough@paulweiss.com, mmcguire@paulweiss.com

Correspondent Name: Marissa A. McDonough

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul Weiss Rifkind Wharton &Garrison LLP

Address Line 4:	New York, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	023238-001
NAME OF SUBMITTER:	Marissa A. McDonough
SIGNATURE:	/Marissa A. McDonough/
DATE SIGNED:	06/03/2021

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of May 14, 2021 by and between The Cleaning Authority, LLC a Maryland limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia MD 21046 ("Assignor"), and Authority Brands, LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia MD 21046 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Omnibus Closing Date Transfer Agreement between the Parties and certain other Transferors and Transferees party thereto, dated as of the date hereof (the "Agreement"), Assignor has Transferred all right, title and interest in and to its Conveyed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized by the Trademarks; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to Assignor's Conveyed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

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

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably Transfers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks including to all proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks to have and to hold the same unto the Assignee and its successors and assigns forever, as of the date hereof .

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the Transfer of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), unless and until such time that the Transfer of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that

this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the applicable Conveyed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

THE CLEANING AUTHORITY, LLC

By: Brian Balconi

Name: Brian Balconi
Title: Vice President, General Counsel and Secretary

AUTHORITY BRANDS, LLC

By: Brian Balconi
Name: Brian Balconi
Title: Chief Legal Officer and Secretary

[Signature Page to Cleaning Authority Pre-Contribution (1) Trademark Assignment]

Schedule 1
Trademarks

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
DETAIL-CLEAN ROTATION SYSTEM	85161012 26-OCT-2010	4116370 20-MAR-2012
DETAIL-CLEAN ROTATION SYSTEM	85132072 17-SEP-2010	4169942 10-JUL-2012
LIFE'S TOO SHORT TO CLEAN YOUR OWN HOME	77302016 11-OCT-2007	3448682 17-JUN-2008
MYTCA REWARD$ MyTCA REWARD$	85822731 14-JAN-2013	4391804 27-AUG-2013
THE CLEANING AUTHORITY	77454269 22-APR-2008	3543199 09-DEC-2008
THE CLEANING AUTHORITY	75146496 07-AUG-1996	2237954 13-APR-1999
THE CLEANING AUTHORITY CARES	87084430 27-JUN-2016	5145535 21-FEB-2017

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
THE CLEANING AUTHORITY CLEAN HOMES. CLEAN EARTH.	77454323 22-APR-2008	3543201 09-DEC-2008
WHY WORK AFTER WORK?	87653925 20-OCT-2017	5475432 22-MAY-2018