# 90016515

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM655351

Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mr. Mister Mosquito Control, LLC		01/31/2021	Limited Liability Company: GEORGIA

#### **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
Serial Number:	90016515	MR. MISTER MOSQUITO CONTROL
Serial Number:	90016530	MR. MISTER MOSQUITO CONTROL GOODBYE MOSQ
Serial Number:	90016540	

#### **CORRESPONDENCE DATA**

Fax Number: 9016807201

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: 9016807351

Email: barbara.arnold@butlersnow.com Barbara Arnold, Butler Snow LLP **Correspondent Name:** 

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:	06/22/2021

**Total Attachments: 5** 

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#### TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (the "<u>Assignment</u>") is made and entered into January 31, 2021 ("<u>Effective Date</u>"), by and between **MR. MISTER MOSQUITO CONTROL, LLC** a Georgia limited liability company, ("<u>Assignor</u>"), and **THE TERMINIX INTERNATIONAL COMPANY LIMITED PARTNERSHIP**, a Delaware limited partnership ("<u>Assignee</u>").

#### **RECITALS**

- A. Assignor is the sole and exclusive owner of the entire right, title, and interest in, to, and under the trademarks and service marks, and any respective applications and registrations with the United States Patent and Trademark Office, listed in <a href="Attachment 1">Attachment 1</a> ("Trademarks"), including variations thereof and the goodwill associated therewith.
- B. Assignee wishes to acquire, and Assignor wishes to assign, all right, title, and interest in, to, and under the Trademarks, together with the goodwill associated with the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor does sell, assign, transfer, and set over to Assignee the entire right, title, and interest in, to, and under the Trademarks, together with the goodwill associated with the Trademarks, including any renewals and extensions of any registration that is or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made; and together with all income, royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

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In the event any Trademark is registered with the United States Patent and Trademark Office or any state government agency, Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and/or the corresponding state official to record Assignee as the owner of the Trademarks.

Assignor shall provide to Assignee, its successors, assigns, or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required) (1) in the preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks, (2) in the prosecution or defense of any interference, opposition, infringement, or other proceedings that may arise in connection with the Trademarks, including, but not limited to, testifying as to any facts relating to the Trademarks and this Assignment, (3) in obtaining any additional protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, any of its states or any foreign countries, and (4) in the implementation or perfection of this Assignment.

[SIGNATURES ON FOLLOWING PAGE]

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# [Signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

> **ASSIGNOR** MR. MISTER MOSQUITO CONTROL, LLC

by its manager,

Fortune Cat Holdings, LLC

Name: Matt Brill

Title: Manager

ASSIGNEE THE TERMINIX INTERNATIONAL COMPANY LIMITED PARTNERSHIP

by its general partner,

TMX Holdco, Inc.

By:

Name: Kim Scott

Title: Chief Operating Officer

# [Signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR MR. MISTER MOSQUITO CONTROL, LLC

by its manager,

Fortune Cat Holdings, LLC

By: \_\_\_\_\_

Name: Matt Brill

Title: Manager

ASSIGNEE
THE TERMINIX INTERNATIONAL
COMPANY LIMITED PARTNERSHIP

by its general partner,

TMX Holdco, Inc.

By: Kim Scott

Name: Kim Scott

Title: Chief Operating Officer

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## **ATTACHMENT 1 TO TRADEMARK ASSIGNMENT**

Trademark Registration Applications (pending):

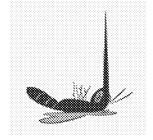
(a) Trademark/Service Mark Application for Registration on the Principal Register for intent to use MR. MISTER MOSQUITO CONTROL (stylized and/or with design), Serial Number 90016515. The literal element of the mark consists of MR. MISTER MOSQUITO CONTROL. The applicant is not claiming color as a feature of the mark. The mark consists of the stylized wording "MR. MISTER MOSQUITO CONTROL" with dotted lines above the first "M" depicting a spray and the wording "MR. MISTER" and "MOSQUITO CONTROL" separated by a horizontal line with a stylized design of a dead mosquito in the middle of the line.



(b) Trademark/Service Mark Application for Registration on the Principal Register for intent to use MR. MISTER MOSQUITO CONTROL GOODBYE MOSQUITOES. HELLO YARD. (stylized and/or with design), Serial Number 90016530. The literal element of the mark consists of MR. MISTER MOSQUITO CONTROL GOODBYE MOSQUITOES. HELLO YARD. The applicant is not claiming color as a feature of the mark. The mark consists of the stylized wording "MR. MISTER MOSQUITO CONTROL GOODBYE MOSQUITOES. HELLO YARD." with dotted lines above the first "M" depicting a spray and the wording "MR. MISTER" and "MOSQUITO CONTROL" separated by a horizontal line with a stylized design of a dead mosquito in the middle of the line and the wording "GOODBYE MOSQUITOES. HELLO YARD." within a shaded rectangle.



(c) Trademark/Service Mark Application for Registration on the Principal Register for intent to use the Mistydead Drawing (stylized and/or with design), Serial Number 90016540. The applicant is not claiming color as a feature of the mark. The mark consists of a stylized design of a dead mosquito.



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RECORDED: 06/22/2021