

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM670741

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Walter Anderson Plumbing, Inc.		08/05/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Walter Anderson Plumbing, LLC		
<b>Street Address:</b>	576 Calle de la Sierra		
<b>City:</b>	El Cajon		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92019		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6038624	NOBODY WOWS CLIENTS LIKE ANDERSON PLUMBI	
<b>Registration Number:</b>	6038625	NOBODY WOWS CLIENTS LIKE ANDERSON	
<b>Registration Number:</b>	5643602	NOBODY WOWS CLIENTS LIKE WE DO!	
<b>Registration Number:</b>	5964602		
<b>Registration Number:</b>	5654399	SINCE 1978 ANDERSON PLUMBING HEATING AIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>			
<b>Phone:</b>	2123108000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Emma Light		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	Emma Light - 66301.0100		
<b>NAME OF SUBMITTER:</b>	Emma Light		
<b>SIGNATURE:</b>	/Emma Light/		
<b>DATE SIGNED:</b>	08/27/2021		

CH \$140.00 6038624

**Total Attachments: 14**

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**PLAN OF CONVERSION  
OF  
WALTER ANDERSON PLUMBING, INC.**

**THIS PLAN OF CONVERSION**, executed this 5th day of August, 2021, is for the conversion of Walter Anderson Plumbing, Inc., a California corporation (the “Converting Entity”), from a California corporation into Walter Anderson Plumbing, LLC, a California limited liability company (the “Converted Entity”), pursuant to Chapter 11.5 of the California Corporations Code of the State of California (the “Conversion”).

1. Name. The name of the Converting Entity is Walter Anderson Plumbing, Inc., and the name of the Converted Entity shall be Walter Anderson Plumbing, LLC. Pursuant to the terms of the Plan, the Converting Entity shall convert from a California corporation into a California limited liability company.

2. Governing Law. The Converted Entity will be governed in accordance with the California Revised Uniform Limited Liability Company Act.

3. Offices. The street address of the Converting Entity and the Converted Entity shall be 576 Calle de la Sierra, El Cajon, CA 92019. The principal place of business of the Converted Entity shall be 576 Calle de la Sierra, El Cajon, CA 92019.

4. Shares of Converting Entity. The Articles of Incorporation of the Converting Entity, provide for one class of 250,000 shares of common stock. As of the Effective Time, 100,000 of the shares of common stock have been issued. The number of shares will not be subject to change prior to the Effective Time.

5. Manner of Conversion. The manner and basis of converting the outstanding shares of common stock of the Converting Entity (the “Shares”) into membership interests in the Converted Entity shall be as follows:

a. Every one (1) Share of the Converting Entity which shall be outstanding as of the Effective Time, and all rights in respect thereto, shall, by virtue of the Conversion and without any action on the part of the holder thereof, thereupon be converted into 0.001% fully paid and non-assessable membership interest of the Converted Entity.

b. On and after the Effective Time, the holders of certificates, if any, representing Shares of the Converting Entity outstanding prior to the Effective Time shall cease to have any rights with respect to such Shares, and their sole rights shall be with respect to the membership interests of the Converted Entity into which their Shares shall have converted, irrespective of whether or not such holder has surrendered his, her or its Share certificate, if any, for the membership interest exchange described above. Upon the Effective Time, ownership transfer books of the Converting Entity shall be closed and no transfer of Shares of the Converting Entity outstanding immediately prior to the Effective Time shall thereafter be made or consummated.

6. Articles of Organization; Operating Agreement.

a. The Articles of Organization - Conversion of the Converted Entity shall be in the form attached as Exhibit A (the "Articles of Organization - Conversion").


b. The initial operating agreement of the Converted Entity shall be in the form attached hereto as Exhibit B (the "Operating Agreement").

7. Timing. The Conversion shall take effect on the date of filing of a Articles of Organization - Conversion with the California Secretary of State (the "Effective Time").

8. Enabling Provision. Any of the officers of the Converting Entity, and each of them, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Conversion and the Conversion.

I declare under penalty of perjury under the laws of the State of California, that the statements contained in this document are true and correct of my own knowledge. I declare that I am the person who executed this instrument, which execution is my act and deed. This document may be executed in counterparts.

Walter Anderson Plumbing, Inc.

By:   
Mary Jean Anderson  
CEO & President

[SIGNATURE PAGE TO PLAN OF CONVERSION]

TRADEMARK  
REEL: 007405 FRAME: 0785

**EXHIBIT A**

**Articles of Organization - Conversion**

(See Attached)



**State of California  
Secretary of State**

1357602-002

**Limited Liability Company  
Articles of Organization - Conversion**

LLC-1A File #

**202122410026**

**FILED** *gmr*  
Secretary of State  
State of California

AUG 06 2021 *TSD*

*llc*

**IMPORTANT — Read all instructions before completing this form.**

This Space For Filing Use Only

**Converted Entity Information**

1. Name of Limited Liability Company (The name must include the words Limited Liability Company or the abbreviations LLC or L.L.C. The words Limited and Company may be abbreviated to Ltd. and Co., respectively.)

Walter Anderson Plumbing, LLC

2. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

3. The limited liability company will be managed by (check only one):

One Manager

More Than One Manager

All Limited Liability Company Member(s)

4. Initial Street Address of Limited Liability Company's Designated Office in CA

1830 JOHN TOWERS AVE

City

El Cajon

State

CA

Zip Code

92020

5. Initial Mailing Address of Limited Liability Company, if different from Item 4

1830 JOHN TOWERS AVE

City

El Cajon

State

CA

Zip Code

92020

6. Initial Agent for Service of Process: Item 6a: List the name of an individual or a corporation registered in CA under California Corporations Code section 15028 that agrees to be your agent for service of process. You may not list the converted entity as the agent. Item 6b: If the agent is an individual, list the agent's CA business or residential street address. Item 6c: If the agent is an individual and the converting entity is a CA corporation, limited partnership or general partnership, list the the agent's mailing address. Do not list an address if the agent is a CA registered corporate agent as the address for service of process is already on file.

a. Name of Agent For Service of Process

Emily Catt

b. If an individual, Street Address of Agent for Service of Process - Do not list a P.O. Box

1830 JOHN TOWERS AVE

City

El Cajon

State

CA

Zip Code

92020

c. If an individual, Mailing Address of Agent for Service of Process

1830 JOHN TOWERS AVE

City

El Cajon

State

CA

Zip Code

92020

**Converting Entity Information**

7. Name of Converting Entity

WALTER ANDERSON PLUMBING, INC.

8. Form of Entity

Corporation

9. Jurisdiction

CA

10. CA Secretary of State Entity Number, if any

1357602

11. The principal terms of the plan of conversion were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required. If a vote was required, the following was required for each class:

The class and number of outstanding interests entitled to vote.  
common stock - 100,000 shares

AND

The percentage vote required of each class.  
51%

**Additional Information**

12. Additional information set forth on the attached pages, if any, is incorporated herein by this reference and made part of this certificate.

13. I certify under penalty of perjury that the contents of this document are true. I declare I am the person who executed this instrument, which execution is my act and deed.

*Mary Jean Anderson, CEO*  
Signature of Authorized Person

Mary Jean Anderson, CEO

Type or Print Name and Title of Authorized Person

*Mary Jean Anderson, Secretary*  
Signature of Authorized Person

Mary Jean Anderson, Secretary

Type or Print Name and Title of Authorized Person



I hereby certify that the foregoing transcript of \_\_\_\_\_ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

AUG 16 2021

A handwritten signature in cursive script, appearing to read "S. N. Weber".

730

SHIRLEY N. WEBER, Ph.D., Secretary of State

**TRADEMARK**

**REEL: 007405 FRAME: 0788**



**EXHIBIT B**

**Operating Agreement**

(See Attached)

OPERATING AGREEMENT  
OF  
WALTER ANDERSON PLUMBING, LLC

THIS OPERATING AGREEMENT (this “**Agreement**”) is entered into as of August 6, 2021, by WAP Holdco, Inc. (the “**Member**”), as the sole Member of Walter Anderson Plumbing, LLC, a California limited liability company (the “**Company**”), and is as follows:

1. Organization/Formation. The Company has been formed pursuant to the California Revised Uniform Limited Liability Company Act codified in the California Corporations Code §§17701.01-17713.06, as the same may be amended from time to time (the “**Act**”). Except as expressly provided in this Agreement to the contrary, the Member’s rights and obligations and the Company’s administration and termination shall be governed by the Act.

1.2 Name and Designated Office. The name of the Company shall be Walter Anderson Plumbing, LLC, , and its designated office shall be 1830 JOHN TOWERS AVE, EL CAJON CA 92020. The Member may change such name, change such designated office or establish additional places of business of the Company as the Member may determine to be necessary or desirable.

1.3 Purpose of the Company. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be formed under the Act.

1.4 Term. The term of this Agreement shall continue indefinitely unless the Company is sooner dissolved or terminated as provided in this Agreement.

1.5 Registered Office and Registered Agent. The Company’s registered agent and registered office within California shall be as set forth in the Articles of Organization of the Company as filed with the Secretary of State of California as the same may be amended or restated from time to time (the “**Articles of Organization**”). The registered office and registered agent may be changed from time to time by the Member by filing the address of the new registered office and/or the name of the new registered agent pursuant to the Act.

1.6 Filings. The Member shall execute, file, publish and record all certificates, notices, statements and other instruments and amendments thereto for the formation, existence and operation of a limited liability company as the Member deems appropriate.

2. Capitalization and Financing. The Member made a capital contribution in connection with the acquisition of its interest in the Company (the “**Capital Contribution**”). The Member may make additional contributions of capital to the Company in the Member’s sole and absolute discretion, but the Member shall have no obligation to make any additional capital contributions.

3. Tax Classification. The Member acknowledges that at all times that two or more persons or entities hold equity interests in the Company for federal income tax purposes (i) it is the intention of the Company to be treated as a “partnership” for federal and all relevant state tax purposes and (ii) the Company will be treated as a “partnership” for federal and all relevant state tax purposes and shall make all available elections to be so treated. Until such time, however, it is the intention of the Member that the Company be disregarded for federal and all relevant state

tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Articles of Organization and this Agreement are to be construed so as to preserve that tax status under those circumstances.

4. Distributions. The gross cash proceeds from the Company's operations less the portion used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements and contingencies, as determined by the Member, shall be distributed to the Member from time to time, as determined by the Member, and at least once each calendar year.

5. Company Expenses. The Company shall pay the Member directly, or reimburse the Member, as the case may be, for all of the costs and expenses of the Company's operations.

6. Authority and Responsibilities of the Member.

6.1 Management. The business and affairs of the Company shall be managed by the Member. The Member (or its designees) shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incidental to the management of the Company's business.

6.2 Member Authority. The Member shall have all authority, rights and powers conferred by law and those required or appropriate to manage the Company's business.

6.3 Indemnification of Member. The Member, its affiliates, employees, agents and assigns (the "**Indemnified Parties**"), shall not be liable for, and the Company shall indemnify, defend and hold the Indemnified Parties harmless (to the extent of the Company's assets) from and against any claim, loss, damage, cost, expense, demand, liability, obligation, lien, encumbrance or right of action ("**Claims**") sustained by the Company or any Indemnified Party in connection with the business of the Company, including costs and reasonable attorneys' fees and any amounts expended in the settlement of any Claims. Such indemnity shall not be construed to limit or diminish the coverage of any Indemnified Party under any insurance obtained by the Company.

6.4 Limited Liability. Except as provided by applicable law, the Member shall not be personally liable or responsible in any manner, including, but not limited to, under any court judgment, for any debt, obligation or liability of the Company, whether such debt, obligation or liability arises in contract, tort or otherwise, including, without limitation, for the return or repayment of all or any portion of the Capital Contribution of the Member or of any loan made to the Company, it being expressly understood that any such return of capital or repayment of any loan shall be made solely from the assets (which shall not include any right of contribution from the Member) of the Company.

6.5 Authority as to Third Persons.

6.5.1 No third party dealing with the Company shall be required to investigate the authority of the Member. No purchaser of any property or interest owned by the Company shall be required to determine the right to sell or the authority of the Member to sign and deliver any instrument of transfer on behalf of the Company, or to see to the application or distribution of revenues or proceeds paid or credited in connection therewith.

6.5.2 The Member shall have full authority to execute on behalf of the Company any and all agreements, contracts, conveyances, deeds, mortgages and other instruments, and the execution thereof by the Member executing on behalf of the Company shall be the only execution necessary to bind the Company thereto.

6.6 Competing Activities. Notwithstanding the existence of this Agreement, the Member may engage or invest in, independently or with others, any business activity of any type or description it chooses in its sole discretion, including, but not limited to, business activities that may be the same or similar to the Company's business and that might be in direct or indirect competition with the Company. The Company shall not have any right in or to such other activities, or to the income or proceeds derived therefrom. The Member is not obligated to present any opportunity to the Company.

6.7 Meetings. No annual or regular Member meetings are required.

6.8 Officers. The Member shall have the power to delegate authority to such officers, employees, agents and representatives of the Company as he may from time to time deem appropriate. The Member may appoint such officers and agents as he shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Member. The salaries of all officers and agents of the Company shall be fixed by or in the manner prescribed by the Member, unless otherwise provided for in this Agreement. The officers of the Company shall hold office until their successors are chosen and qualified. Any officer may be removed at any time, with or without cause, by the Member. The initial officers shall be:

<b>NAME</b>	<b>OFFICE</b>
Mary Jean Anderson	Chief Executive Officer and President
Mary Jean Anderson	Secretary
Bryan Rominger	Chief Financial Officer
Kyle Anderson	Vice President

NAME	OFFICE
Kelly Jo Anderson	Controller / Assistant Secretary

6.9 Tax Matters Member. The Member is hereby appointed to act as the “tax matters partner.”

6.10 No Certificates. The Company shall not “opt in” or to take any other action seeking to establish any membership interest as a “security” under the Uniform Commercial Code and agrees not to certificate any Membership Interest.

7. Assignment of the Member’s Interest. The Member may sell, assign, hypothecate, encumber or otherwise transfer all or any part of its interest in the Company.

8. Records. The Company shall maintain at its principal office all books and records required to be maintained by the Company pursuant to the Act. The books and records of the Company shall reflect all of the Company’s transactions and shall be appropriate and adequate for the Company’s business and shall include: (i) a current list in alphabetical order of the full name and last known business or resident address of the Member, together with the capital contribution and the share in profits and losses of the Member; (ii) a copy of the Articles of Organization and all amendments thereto, together with any powers of attorney pursuant to which the Articles of Organization or any amendments thereto were executed; (iii) copies of the Company’s Federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years; (iv) Copies of this Agreement and any amendments thereto together with any powers of attorney pursuant to which any written accounting or any amendments thereto were executed; (v) Copies of any financial statements of the Company, if any, for the six most recent years; and (vi) the Company’s books and records as they relate to the internal affairs of the Company for at least the current and past four fiscal years.

9. Termination and Dissolution of the Company.Termination of Company. The Company shall be dissolved, shall terminate and its assets shall be disposed of, and its affairs wound up upon the earliest to occur of the following:

9.1.1 Upon the happening of any event of dissolution specified in the Articles of Organization; or

9.1.2 A determination by the Member to terminate the Company.

9.2 Certificate of Dissolution and Cancellation. As soon as possible following the occurrence of any of the events specified in Section 9.1, the Member shall execute a Certificate of Dissolution in such form as shall be prescribed by the California Secretary of State and file the Certificate of Dissolution as required by the Act. Upon the completion of the winding up of the affairs of the Company, the Member shall file a Certificate of Cancellation of the Articles of Organization.

9.3 Liquidation of Assets. Upon a dissolution and termination of the Company, the Member shall have all of the duties and responsibilities associated with winding up the Company's affairs and shall take full account of the Company assets and liabilities, shall liquidate the assets as promptly as is consistent with obtaining the fair market value thereof, and shall apply and distribute the proceeds therefrom in the following order:

9.3.1 To the payment of creditors of the Company, including the Member, but excluding secured creditors whose obligations will be assumed or otherwise transferred on the liquidation of Company assets;

9.3.2 To the setting up of any reserves as required by law for any contingent liabilities or obligations of the Company; provided, however, that said reserves shall be deposited with a bank or trust company in escrow at interest for the purpose of disbursing such reserves for the payment of any of the aforementioned contingencies and, at the expiration of a reasonable period, for the purpose of distributing the balance remaining in accordance with remaining provisions of this Section 9.3; and

9.3.3 Any remaining amount to the Member.

10. Relationship of This Agreement to the Act. Many of the terms of this Agreement are intended to alter or extend provisions of the Act as they may apply to the Company or the Member. Any failure of this Agreement to mention or specify the relationship of such terms to provisions of the Act that may affect the scope or application of such terms shall not be construed to mean that any of such terms are not intended to be an operating agreement provision authorized or permitted by the Act or which in whole or in part alters, extends or supplants provisions of the Act as may be allowed thereby.

11. Miscellaneous.

11.1 Amendments. All amendments to this Agreement will be in writing and signed by the Member.

11.2 Parties in Interest. Except as provided in the Act, nothing in this Agreement shall (a) confer any rights or remedies under or by reason of this Agreement on any person or entity other than the Member and its respective successors and assigns, (b) relieve or discharge the obligation or liability of any third party to any party to this Agreement, or (c) give any third party any right of subrogation or action over or against any party to this Agreement.

11.3 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Member and the Member's successors and assigns.

11.4 Severability. In the event any sentence or Section of this Agreement is declared by a court of competent jurisdiction to be void, such sentence or Section shall be deemed severed from the remainder of this Agreement and the balance of this Agreement shall remain in full force and effect.

11.5 Additional Documents and Acts.The Member shall execute and deliver such additional documents and instruments and perform such additional acts as may be necessary to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and the transactions contemplated hereby.

11.6 Notices. All notices under this Agreement shall be in writing and shall be given to the Member by personal service or by United States mail, posted to the address maintained by the Company for the Member or at such other address as it may specify in writing.

11.7 Member's Address. The address of the Member is as follows:

576 Calle de la Sierra  
El Cajon, CA 92019

11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11.9 Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference. Such titles and captions in no way define, limit, extend or describe the scope of this Agreement nor the intent of any provisions hereof. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require.

11.10 Descriptions. All descriptions referred to in this Agreement are expressly incorporated herein by reference as if set forth in full, whether or not attached hereto.

11.11 Venue. Any action relating to or arising out of this Agreement shall be brought only in a court of competent jurisdiction located in San Diego, California.

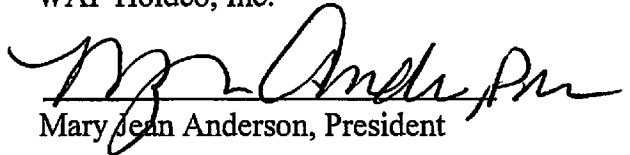
11.12 Partition. The Member agrees that the assets of the Company are not and will not be suitable for partition. Accordingly, the Member hereby irrevocably waives any and all rights that it may have, or may obtain, to maintain any action for partition of any of the assets of the Company.

11.13 Integrated and Binding Agreement. This Agreement constitutes the entire agreement concerning the Company's affairs and the conduct of its business, and supersedes all prior agreements and understandings, whether oral or written. The Company shall have no oral operating agreements.

IN WITNESS WHEREOF, the undersigned has set her hands to this Agreement as of the date first set forth in the preamble.

MEMBER:

WAP Holdco, Inc.

A handwritten signature in black ink, appearing to read "Mary Jean Anderson". The signature is written in a cursive style with a horizontal line drawn through the middle of the letters.

Mary Jean Anderson, President