

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704556

|   |  |                       |  |
|---|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |  |
| <b>CONVEYING PARTY DATA</b>   |  |                       |  |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                     |
| Plumb Enterprises LLC   |  | 01/19/2022            | Limited Liability Company:<br>COLORADO |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | NBLY Co Ops CO SPV LLC                             |                       |  |
| <b>Street Address:</b>  | 1010 N. University Parks Dr.                       |                       |  |
| <b>City:</b>  | Waco   |                       |  |
| <b>State/Country:</b>   | TEXAS  |                       |  |
| <b>Postal Code:</b>   | 76707  |                       |  |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |  |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 5124805  | DIG BOSS              |  |
| <b>Registration Number:</b>   | 4726952  | ROOTER TOWN           |  |
| <b>Registration Number:</b>   | 4136895  | ROOTER TOWN           |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 3367342617   |                       |  |
| <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>   | 336-607-7503                                       |                       |  |
| <b>Email:</b>   | tmadmin@kilpatricktownsend.com                     |                       |  |
| <b>Correspondent Name:</b>  | Tiffani D. Otey                                    |                       |  |
| <b>Address Line 1:</b>  | 1001 West Fourth Street                            |                       |  |
| <b>Address Line 2:</b>  | c/o Kilpatrick Townsend & Stockton LLP             |                       |  |
| <b>Address Line 4:</b>  | Winston-Salem, NORTH CAROLINA 27101-2400           |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Kimberly L. Weems                                  |                       |  |
| <b>SIGNATURE:</b>   | /Kimberly L. Weems/                                |                       |  |
| <b>DATE SIGNED:</b>   | 01/25/2022   |                       |  |
| <b>Total Attachments: 3</b>   |  |                       |  |
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| source=CO Trademark Assignments#page2.tif   |  |                       |  |

OP \$90.00 5124805



## U.S. TRADEMARK ASSIGNMENT

This U.S. TRADEMARK ASSIGNMENT (“Assignment”), effective as of the 19<sup>th</sup> day of January, 2022 is made and entered into by and between Plumb Enterprises LLC (“Assignor”) and NBLY Co Ops CO SPV LLC (“Assignee”). Assignor and Assignee are referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, Assignor is the record owner of the United States trademark registrations and trademark applications identified in the attached Schedule A (the “Trademarks”);

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks, and the Parties wish to record such assignment;

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

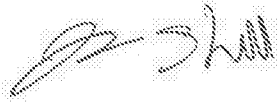
1. Assignor hereby assigns and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor’s entire rights, title, and interests in, to and under the Trademarks, including, without limitation, (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, dilutions, or other violations of the Trademarks, including without limitation the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor’s respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.


ASSIGNOR:

Plumb Enterprises LLC,  
a Colorado limited liability company

By:   
\_\_\_\_\_  
Name: Jon Shell  
Title: Treasurer

ASSIGNEE:

NBLY Co Ops CO SPV LLC,  
a Delaware limited liability company

By:   
\_\_\_\_\_  
Name: Jon Shell  
Title: Treasurer

*Signature Page to Trademark Assignment*

## Schedule A

### Trademarks

| Trademark              | Application No. | App. Date        | Registration No. | Registration Date | Country/Jurisdiction    | Goods/Services   | Status     |
|------------------------|-----------------|------------------|------------------|-------------------|-------------------------|--|------------|
| DIG BOSS               | 86433132        | October 23, 2014 | 5124805          | January 17, 2017  | United States (Federal) | Int'l Class: 37<br>(Int'l Class: 37)<br>Excavation services;<br>plumbing services  | Registered |
| ROOTER TOWN and Design | 86379094        | August 27, 2014  | 4726952          | April 28, 2015    | United States (Federal) | Int'l Class: 37<br>(Int'l Class: 37)<br>Drain and sewer cleaning and rootering services;<br>Drain cleaning services; Plumbing services | Registered |
| ROOTER TOWN            | 85314965        | May 6, 2011      | 4136895          | May 1, 2012       | United States (Federal) | Int'l Class: 37<br>(Int'l Class: 37)<br>drain and sewer cleaning services,<br>plumbing services,<br>and installation of sewers         | Registered |