

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740863

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900694659		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOMESERVE PLC		03/21/2022	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	LEAKBOT LIMITED		
Street Address:	6th FLOOR 60 GRACECHURCH STREET		
City:	LONDON		
State/Country:	ENGLAND		
Postal Code:	3C3V 0HR		
Entity Type:	LIMITED COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5473021	THERMI-Q	
Registration Number:	5932338		
Registration Number:	6216914	LEAKBOT	
Registration Number:	6468921	LEAKBOT	
CORRESPONDENCE DATA			
Fax Number:	9494501764		
<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:	9494501750		
Email:	dstout@patlawyers.com		
Correspondent Name:	Stout, Uxa & Buyan, LLP		
Address Line 1:	23172 Plaza Pointe Drive, Suite 110		
Address Line 2:	Attn: Donald E. Stout		
Address Line 4:	Laguna Hills, CALIFORNIA 92653		
ATTORNEY DOCKET NUMBER:	K-3311		
NAME OF SUBMITTER:	Donald E. Stout		
SIGNATURE:	/Donald E. Stout/		
DATE SIGNED:	07/13/2022		

Total Attachments: 7

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DATED 21 March **2022**

(1) HOMESERVE PLC

(2) LEAKBOT LIMITED

**ASSIGNMENT OF TRADE MARKS
DEED OF AGREEMENT**



THIS DEED OF AGREEMENT is dated 21 March 2022

BETWEEN:-

- (1) **HOMESERVE PLC** incorporated and registered in England with company number 02648297 whose registered office is at Cable Drive, Green Lane, Walsall, West Midlands, WS2 7BN (the "**Assignor**");
- (2) **LEAKBOT LIMITED** incorporated and registered in England with company number 08442778 whose registered office is at Cable Drive, Green Lane, Walsall, West Midlands, WS2 7BN (the "**Assignee**").

WHEREAS:-

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this Agreement.

IT IS AGREED as follows:-

1. INTERPRETATION

- 1.1 In this Agreement the following terms shall have the following meanings unless the context otherwise requires:-

"Trade Marks" means the registered trade marks, short particulars of which are set out in the Schedule .

- 1.2 In this Agreement, unless the context otherwise requires:-

- 1.2.1 references to the singular includes the plural and vice versa and references to any gender includes the other genders;
- 1.2.2 references to the parties are to the parties to this Agreement;
- 1.2.3 references to the Clauses or Schedule are to the clauses of and the schedule to this Agreement and references to this Agreement include the background recitals and the Schedule;
- 1.2.4 any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
- 1.2.5 the headings do not affect the interpretation of this Agreement.

2. ASSIGNMENT

- 2.1 In consideration of the payment by the Assignee to the Assignor of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks, including:

- 2.1.1 the absolute entitlement to the registered trade marks identified in the Schedule; and
- 2.1.2 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- 2.1.3 the right to bring, make, oppose, defend, or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this Agreement.

3. **WARRANTIES**

3.1 The Assignor represents and warrants that:

- 3.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Marks;
- 3.1.2 it is registered as the applicant or registered proprietor of the Trade Marks;
- 3.1.3 all application, registration, renewal and other fees in respect of each of the Trade Marks have been paid as at the date of this Agreement;
- 3.1.4 each Trade Mark is free from any security interest, option, mortgage, charge or lien;

3.2 The Assignor gives no representations or warranties as to the validity or value of any of the Trade Marks or any of the other rights assigned pursuant to Clause **Error! Reference source not found.** of this Agreement.

4. **FURTHER ASSURANCE**

4.1 At the Assignee's expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement, including to record the transfer of the Trade Marks into the name of the Assignee in the relevant registries.

4.2 The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks to the Assignee:

- 4.2.1 if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
- 4.2.2 if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
- 4.2.3 provide the Assignee with all information and other assistance reasonably required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks);
- 4.2.4 ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of a person nominated by the Assignee from time to time;
- 4.2.5 provide the Assignee with all information and other assistance reasonably required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).

4.3 The Assignor shall deliver to the Assignee (or the Assignee's nominated representative) as soon as practicable after the date of this Agreement all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Marks.

4.4 The Assignor shall promptly record the transfer of the Trade Marks into the name of the Assignee at the relevant trade mark registries at the Assignee's cost. The Assignee shall give the Assignor all reasonable assistance to record the transfer of the Trade Marks at the relevant registries.

5. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreements and understandings between the parties relating to the subject matter of this Agreement. Nothing in this clause shall operate to exclude any liability for fraud.

6. **THIRD PARTY RIGHTS**

No term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a party to the Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

7. **VARIATION**

No variation or amendment of this Agreement shall bind any of the parties unless made and agreed to in writing by duly authorised representatives of each party.

8. **WAIVER**

8.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

9. **SEVERANCE**






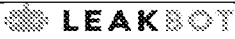
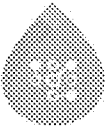
9.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

9.2 If any provision or part-provision of this agreement is deemed deleted under clause 9 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

10. **LAW AND JURISDICTION**

This Agreement shall be governed by English law. The parties hereby submit to the exclusive jurisdiction of the English courts in relation to any dispute or claim arising out of, or in connection with, this Agreement.

SCHEDULE - TRADE MARKS

Mark	Country	Proprietor	Number	Filing Date	Classes
LEAKBOT	UK	Homeserve PLC	915066053	02 February 2016	9, 37
 LEAKBOT	UK	Homeserve PLC	915068001	02 February 2016	9, 37
	UK	Homeserve PLC	916640427	25 April 2017	9, 37
 LEAKBOT	UK	Homeserve PLC	917868803	05 March 2018	9, 37
thermi-Q	UK	Homeserve PLC	915909104	10 October 2016	9, 37
LEAKBOT	US	Homeserve PLC	6216914	28 July 2016	9, 42
	US	Homeserve PLC	5932338	28 July 2016	9, 42
thermi-Q	US	Homeserve PLC	5473021	14 April 2017	9, 42
LEAKBOT	Europe	Homeserve PLC	15066053	2 February 2016	9, 37
 LEAKBOT	Europe	Homeserve PLC	17868803	5 March 2018	9, 37
 LEAKBOT	Europe	Homeserve PLC	15068001	2 February 2016	9, 37.
	Europe	Homeserve PLC	16640427	25 April 2017	9, 37
thermi-Q	Europe	Homeserve PLC	15909104	10 October 2016	9, 37
LEAKBOT	US	Homeserve PLC	6468921	23 November 2020	9, 42

EXECUTED AS A DEED by the parties on the date which first appears in this Deed of Agreement

EXECUTED as a deed)

by a director of **HOMESERVE PLC**)

DocuSigned by:
David J. Bower
.....48DA98674EEF4FP.....

) Name: David Bower

) Director

in the presence of:-)

Signature of witness:)

Name of witness:)

Occupation:)

Address:)

DocuSigned by:
Karen Walker
.....C92A667D66EA4DE.....

.....
Karen Walker
.....

PA
.....

34 Shropshire Close
.....
Walsall
.....
West Midlands.....
WS2 7BT
.....

EXECUTED as a deed)

by a director of **LEAKBOT LIMITED**)

.....

) Name:

) Director

in the presence of:-)

Signature of witness:)

Name of witness:)

Occupation:)

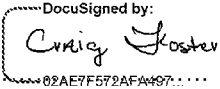
Address:)

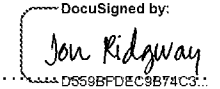
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EXECUTED AS A DEED by the parties on the date which first appears in this Deed of Agreement

EXECUTED as a deed)
 by a director of **HOMESERVE PLC**)
) Name:
) Director
 in the presence of:-)
)
 Signature of witness:
 Name of witness:
 Occupation:
 Address:

EXECUTED as a deed)
 by a director of **LEAKBOT LIMITED**)
) Name: Craig Foster
) Director
 in the presence of:-)
)
 Signature of witness:
 Name of witness:
 Occupation:
 Address:

DocuSigned by:

 82AE7F572AF4497.....

DocuSigned by:

 D559BF0EC9B74C3.....

Jon Ridgway

 Sales Director

 69 Duffield Road
 Little Eaton
 Derby.....
 DE21 5DS
