

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HomeServe Limited		02/28/2023	Company: ENGLAND
RECEIVING PARTY DATA			
Name:	HomeServe USA Corp.		
Street Address:	601 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4056379	HOMESERVE	
Registration Number:	4139654	HOMESERVE	
Registration Number:	2944609	HOMESERVE	
Registration Number:	4139655	HOMESERVE	
Registration Number:	5307928	HOMESERVE	
Registration Number:	5156182	HOMESERVE CARES	
Registration Number:	5101340	HOMESERVE NOW	
Registration Number:	4139656	HOMESERVE USA	
Registration Number:	6702736	HOMESERVE. THE DO-IT-FOR-YOU EXPERTS.	
Registration Number:	5325646		
Registration Number:	6374176	TELEFIX	
CORRESPONDENCE DATA			
Fax Number:	2124684888		
<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:	212-468-4800		
Email:	bsinger@dglaw.com		
Correspondent Name:	Brooke Erdos Singer		
Address Line 1:	Davis & Gilbert LLP, 1675 Broadway		
Address Line 4:	New York, NEW YORK 10019		

CH \$290.00 4056379

ATTORNEY DOCKET NUMBER:	025457-0006-000
NAME OF SUBMITTER:	Brooke Erdos Singer
SIGNATURE:	/Brooke Erdos Singer/
DATE SIGNED:	03/09/2023

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment Agreement"), effective as of 28 February , 2023 (the "Effective Date"), is by and between HomeServe Limited, a company registered in England (company number 02648297) ("Assignor") and HomeServe USA Corp., a Pennsylvania corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the Trademarks (as defined below), and Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, all of Assignor's rights, title and interests in and to the Trademarks,

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. For purposes of this Assignment Agreement, the term "Trademark" means all United States and Canadian trademarks, service marks, logos, trade names, brand names, and trade dress, including unregistered trademarks, as listed in Exhibit A of this Assignment Agreement, and all reissues, extensions and renewals thereof, and all registrations and applications for registration thereof, and all rights and goodwill associated therewith.

2. Trademark Assignment. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer, to Assignee, its successors and assigns, all of Assignor's rights, title and interests in and to the Trademarks, all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to, the Trademarks.

3. Consideration. In full and complete consideration of the assignment of the Trademarks by Assignor to Assignee pursuant to this Assignment Agreement, Assignee shall issue to Assignor, on the Effective Date, a Promissory Note, in the total amount of [REDACTED]

4. Representations and Warranties. Each party hereto hereby represents and warrants to the other party that:

- a. It has the full right, power, and authority to enter into this Assignment Agreement and to perform its obligations hereunder.
- b. The execution of this Assignment Agreement by the individual whose signature is set forth at the end of this Assignment Agreement on behalf of such party, and the delivery of this Assignment Agreement by such party, have been duly authorized by all necessary action on the part of such party.
- c. This Assignment Agreement has been executed and delivered by such party and (assuming due authorization, execution, and delivery by the other party hereto) constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

5. Indemnifications. Assignor will defend, hold harmless and indemnify Assignee and its directors, officers, employees and agents, from and against any and all losses, claims, liabilities, costs and expenses (including taxes, fees, fines, penalties, interest, reasonable expenses of investigation and attorneys' fees and disbursements) as incurred (collectively "Damages") arising out of, or relating to: (i)

any claim by a third party resulting from or related to a breach of Assignor's obligations (including warranties) under this Agreement, or (ii) gross negligence, willful misconduct or fraud.

6. Further Assurances. Each of the parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment Agreement. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document as may be necessary to record or otherwise give full effect to the assignments hereunder, Assignor hereby irrevocably designates and appoints Assignee as its duly authorized officer, agent and attorney-in-fact, coupled with an interest, and with full power of substitution to act for and on Assignor's behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

7. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A signature delivered by facsimile or other electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will be considered an original signature of such party for all purposes.

8. Governing Law. This Assignment Agreement and any other document or instrument delivered pursuant hereto and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment Agreement, or the negotiation, execution or performance of this Assignment Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment Agreement or as an inducement to enter into this Assignment Agreement), shall be governed by, enforced and construed in accordance with the laws of the state of Delaware without regard to the Laws of the State of Delaware or any other jurisdiction that would call for the application of the substantive Laws of any jurisdiction other than Delaware. This Assignment Agreement is entered into in express reliance by the parties hereto on Section 2708 of Title 6 of the Delaware Code.

9. No Third Party Beneficiaries. No provision of this Assignment Agreement is intended to confer any legal, equitable or other rights, benefits, remedies or liabilities hereunder upon any person or entity other than the parties hereto and their respective successors and assigns.

10. Binding Effect; Assignment. This Assignment Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No assignment of this Assignment Agreement or of any rights or obligations hereunder may be made by any of the parties hereto, directly or indirectly (by operation of law or otherwise), without the prior written consent of the other parties hereto and any attempted assignment without the required consents will be void. For the avoidance of doubt, and notwithstanding the foregoing, Assignee shall at all times following the Effective Date have the right to license, assign or otherwise transfer the Trademarks at Assignee's sole option and discretion without such consent.

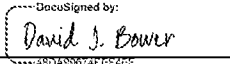
11. Severability. If any term or other provision of this Assignment Agreement or the application of any provision hereof is declared invalid, illegal, or incapable of being enforced by any law or public policy, (a) the parties hereto agree that any such provision shall be modified and reformed so as to effect the original intent of the parties as closely as possible and (b) the remainder of this Assignment

Agreement and the application of such provision to other persons or circumstances shall not be affected except to the extent necessary to delete any such illegal, invalid or unenforceable provision or portion thereof that cannot be reformed unless that provision held invalid shall substantially impair the benefits of the remaining portions of this Assignment Agreement. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Assignment Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

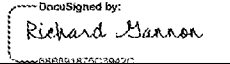
HOMESERVE LIMITED

By 

Name: David Bower

Title: Director

HOMESERVE USA CORP.


By 

Name: Richard Gannon

Title: Chief Financial Officer

EXHIBIT A

ASSIGNED TRADEMARKS

IP Office	Matter Title	App. No.	App. Date	Reg. No.	Reg. Date	Class. Descriptions	Status
United States	HOMESERVE	85297512	04/18/2011	4056379	11/15/2011	36 - Extended warranty services, namely, service contracts First use: 8/20/2010 Use in commerce: 8/20/2010	Registered
United States	HOMESERVE	85056924	06/08/2010	4139654	05/08/2012	37 - Installation, repair and maintenance of boilers, hot water heaters, HVAC units, and household appliances; plumbing services; electric repairs, maintenance and installation of electrical wiring, outlets, light fixtures, and electrical panel First use: 1/1/1999 Use in commerce: 1/1/1999	Registered
United States	HOMESERVE HOMESERVE	76533616	07/30/2003	2944609	04/26/2005	037 - HOME MAINTENANCE REPAIR SERVICES PROVIDED THROUGH A NETWORK OF SELECTED INDEPENDENT CONTRACTORS First use: 1/1/1999 Use in commerce: 1/1/1999	Registered
United States	HOMESERVE & Design HomeServe	85056926	06/08/2010	4139655	05/08/2012	037 - Installation, repair and maintenance of boilers, hot water heaters, HVAC units, and household appliances; plumbing services; electric repairs, maintenance and installation of electrical wiring, outlets, light fixtures, and electrical panel First use: 9/1/2010 Use in commerce: 9/1/2010	Registered
United States	HomeServe and Smiling House Design 	^s 87130119	08/08/2016	^s 5307928	10/10/2017	036 - Extended warranty services, namely, service contracts First use: 4/7/2017 Use in commerce: 4/7/2017 037 - Installation, repair and maintenance of boilers, hot water heaters, HVAC units, and household appliances; plumbing services; electric repairs, maintenance and installation of electrical wiring, outlets, light fixtures, and electrical panel First use: 4/7/2017 Use in commerce: 4/7/2017	Registered
United States	HOMESERVE CARES	^s 87151224	08/25/2016	^s 5156182	03/07/2017	036 - Extended warranty services, namely, service contracts First use: 2/1/2014 Use in commerce: 2/1/2014 037 - Charitable services, namely, providing home repair services to those in need; installation, repair and maintenance of boilers, hot water heaters, HVAC units, and household appliances; plumbing services; electric repairs, maintenance and installation of electrical wiring, outlets, light fixtures, and electrical panel First use: 2/1/2014 Use in commerce: 2/1/2014	Registered

United States	HOMESERVE NOW	86710735	07/31/2015	5101340	12/13/2016	<p>035 - Matching consumers with professionals in the field of home repair; providing referrals in the field of home repairs; providing a website featuring information about contracting cost estimates for home repair services First use: 7/1/2015 Use in commerce: 7/1/2015</p> <p>036 - Providing warranties on services provided by others, namely, home repairs First use: 7/1/2015 Use in commerce: 7/1/2015</p> <p>037 - Installation, repair, and maintenance of residential heating, plumbing, and air conditioning systems First use: 7/1/2015 Use in commerce: 7/1/2015</p>	Registered
United States	HOMESERVE USA	85056927	06/08/2010	4139656	05/08/2012	<p>037 - Installation, repair and maintenance of boilers, hot water heaters, HVAC units, and household appliances; plumbing services; electric repairs, maintenance and installation of electrical wiring, outlets, light fixtures, and electrical panel First use: 7/1/2011 Use in commerce: 7/1/2011</p>	Registered
United States	HOMESERVE. THE DO-IT-FOR-YOU EXPERTS.	90347917	11/30/2020	6702736	04/12/2022	<p>036 - Extended warranty services, namely, service contracts First use: 12/31/2020 Use in commerce: 12/31/2020</p> <p>037 - Installation, repair and maintenance of boilers, hot water heaters, HVAC units, and household appliances; plumbing services; electric repairs, maintenance and installation of electrical wiring, outlets, light fixtures, and electrical panel First use: 12/31/2020 Use in commerce: 12/31/2020</p>	Registered
United States	Smiling House	87272804	12/19/2016	5325646	10/31/2017	<p>036 - Extended warranty services, namely, service contracts First use: 4/7/2017 Use in commerce: 4/7/2017</p> <p>037 - Installation, repair and maintenance of boilers, hot water heaters, HVAC units, and household appliances; plumbing services; electric repairs, maintenance and installation of electrical wiring, outlets, light fixtures, and electrical panel First use: 4/7/2017 Use in commerce: 4/17/2017</p>	Registered
United States	Telefix	88863654	04/08/2020	6374176	06/01/2021	<p>037 - Remote consultation and diagnostic services in the field of home repair; providing information in the field of home repair; installation, repair and maintenance of boilers, hot water heaters, HVAC units, plumbing services; electric repairs; maintenance and installation of electrical wiring, outlets, light fixtures, and electrical panels First use: 4/14/2020 Use in commerce: 4/14/2020</p>	Registered

Canada	HOMESERVE	2135942	09/24/2021			036 - Extended warranty services, namely, service contracts 037 - Installation, repair and maintenance of boilers, hot water heaters, HVAC units, and household appliances; plumbing services; electric repairs, maintenance and installation of electrical wiring, outlets, light fixtures, and electrical panels		Formalized
Canada	HOMESERVE & Design HomeServe	1557209	12/20/2011	TMA852032	05/30/2013	CIPO Services (1) Insurance services relating to home repair of electrical, water, energy and air conditioning systems; and extended warranty services relating to repair and servicing of electrical, water, energy and air conditioning systems.		Registered
Canada	HOMESERVE & Design	2135940	09/24/2021			036 - Extended warranty services, namely, service contracts 037 - Installation, repair and maintenance of boilers, hot water heaters, HVAC units, and household appliances; plumbing services; electric repairs, maintenance and installation of electrical wiring, outlets, light fixtures, and electrical panels		Formalized