

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PestNow LLC		07/31/2023	Limited Liability Company: VIRGINIA
PestNow of Maryland, LLC		07/31/2023	Limited Liability Company: VIRGINIA
PestNow of Virginia, LLC		07/31/2023	Limited Liability Company: VIRGINIA
PestNow Operations LLC		07/31/2023	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Palmetto Exterminators, LLC		
Street Address:	4055 Faber Place Drive		
City:	North Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29405		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3856595	PESTNOW	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	20761-00195		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		

CH \$40.00 3856595

DATE SIGNED:	08/23/2023
---------------------	------------

Total Attachments: 7

- source=PestNow - Assignment of Intellectual Property#page1.tif
- source=PestNow - Assignment of Intellectual Property#page2.tif
- source=PestNow - Assignment of Intellectual Property#page3.tif
- source=PestNow - Assignment of Intellectual Property#page4.tif
- source=PestNow - Assignment of Intellectual Property#page5.tif
- source=PestNow - Assignment of Intellectual Property#page6.tif
- source=PestNow - Assignment of Intellectual Property#page7.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is made as of July 31, 2023, by and among (a) Palmetto Exterminators, LLC, a Delaware limited liability company (the “Assignee”) and (b) and each of PestNow LLC, a Virginia limited liability company, PestNow of Maryland, LLC, a Virginia limited liability company, PestNow of Virginia, LLC, a Virginia limited liability company, and PestNow Operations LLC, a Virginia limited liability company (collectively, the “Assignors” and each, an “Assignor”). The Assignors and the Assignee are individually referred to herein as a “Party,” and collectively as the “Parties.” Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

RECITALS

A. The Assignors, the Assignee and certain other parties are party to the Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which, among other things, the Assignors have agreed to execute and deliver this Assignment by which the Owned Intellectual Property constituting Purchased Assets, including the Intellectual Property set forth on Exhibit A (collectively, the “Transferred IP”), is assigned and conveyed by the Assignors to the Assignee at the Closing.

B. The Assignee wishes to acquire all of the Assignors’ right, title and interest in and to the Transferred IP, and the Assignors wish to assign such right, title and interest in and to such Transferred IP to Assignee.

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Purchase Agreement and this Assignment, it is hereby agreed that:

1. Each Assignor does hereby irrevocably and unconditionally:
 - a) sell, assign, transfer, convey and deliver to the Assignee and its successors and assigns, and the Assignee does hereby unconditionally accept, all of such Assignor’s right, title and interest in, to and under, together with the goodwill of the business in connection therewith: (i) the Transferred IP; (ii) all claims, causes of action and other enforcement rights (whether known or unknown or whether currently pending, filed, or otherwise) under, or on account of, any of the Transferred IP, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, (C) inventorship or authorship rights and (D) any other remedies of any kind for past, current and future infringement; (iii) rights to collect royalties, fees, income or other payments or proceeds now or hereafter due or payable to such Assignor under or on account of any of the Transferred IP; and (iv) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of such Assignor accruing under any of the foregoing, in each case, the same to be held by the Assignee for its own use and enjoyment, and for the use and enjoyment of its respective successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made; and
 - b) agree to waive, to the extent applicable, any “moral” rights with respect to the Transferred IP, including but not limited to rights of attribution, integrity and disclosure arising from

all or any part of the copyrights included in the Transferred IP, together with all claims for damages and other remedies asserted on the basis of moral rights, and transfers, conveys and assigns unto the Assignee any waivers granted to such Assignor of any such moral rights, in each case, to the fullest extent permitted by applicable Law (and to the extent such moral rights are not able to be waived or assigned, such Assignor does hereby grant to the Assignee an exclusive, fully paid-up, royalty-free, perpetual and freely transferable right to and under such moral rights for all purposes).

2. Each Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the domain names included in the Transferred IP on such Assignor's behalf to authorize or request, the applicable registration authority to transfer such domain names from such Assignor or such proxy service, as the case may be, to the Assignee. Each Assignor agrees to cooperate with the Assignee to initiate and complete the transfer process in relation to such domain names electronically from such Assignor's account to the Assignee's account and servers.

3. Each Assignor covenants and agrees that, at any time and from time to time upon the request of the Assignee, at the Assignee's expense, such Assignor shall provide any further necessary documentation and do all further acts reasonably requested by the Assignee to confirm and perfect title in and to the Transferred IP in the Assignee, its successors and assigns. Each Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other Governmental Authority to record and register this Assignment upon request by the Assignee. If the Assignee is unable, after reasonable effort, to secure any Assignor's signature on any such documentation for any reason whatsoever, each Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact, to act for and in such Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance and perfection of intellectual property registrations or any other legal protection thereon with the same legal force and effect as if executed by such Assignor.

4. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignors or the Assignee under the Purchase Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Transferred IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. This Assignment and the Purchase Agreement reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Transferred IP from the Assignors to the Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Purchase Agreement.

6. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. The terms and conditions of Sections 8.8, 8.9 and 8.10 of the Purchase Agreement are incorporated by reference herein *mutatis mutandis*.

8. Whenever possible, each provision or portion of any provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such

jurisdiction, and this Assignment will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

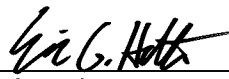
9. This Assignment may be executed in two or more counterparts, including by way of electronic signature (PDF formats included), each of which will be deemed an original, but all of which together will be considered one and the same instrument and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

ASSIGNEE:

PALMETTO EXTERMINATORS, LLC

By: 
Name: Eric Holter
Title: Vice President

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

ASSIGNORS:

PESTNOW LLC

By: Mark Tatum
Name: Mark Tatum
Title: Managing Member

PESTNOW OF MARYLAND, LLC

By: Mark Tatum
Name: Mark Tatum
Title: Managing Member

PESTNOW OF VIRGINIA, LLC

By: Mark Tatum
Name: Mark Tatum
Title: Managing Member

PESTNOW OPERATIONS LLC

By: Mark Tatum
Name: Mark Tatum
Title: Managing Member


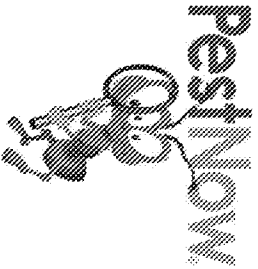

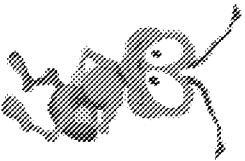
**EXHIBIT A
TRANSFERRED IP**

Marks:

Registered Marks:

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Class	Owner Name	Status
PESTNOW	77944890	2/25/2010	3856595	10/5/2010	37	PestNow LLC (dba PestNow)	Registered

Unregistered Marks:

			
---	---	---	---

Domain Names

Domain Name	Reg. Date	Exp. Date	Owner Name / Organization	Registrar
agentorder.com	8/25/2003	8/25/2023	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
mypestnow.com	4/12/2011	4/12/2025	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
pestnow.com	10/28/2009	10/28/2024	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
pestnow.info	10/13/2011	10/13/2023	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC

Domain Name	Reg. Date	Exp. Date	Owner Name / Organization	Registrar
pestnow.net	10/28/2009	10/28/2024	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
pestnow.org	10/13/2011	10/13/2023	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
pestnowapprove.com	9/29/2015	9/29/2025	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
pestnowcommercial.com	1/4/2022	1/4/2027	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
pestnowedu.com	1/3/2020	1/3/2026	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
pestnowjobs.com	5/24/2018	5/24/2028	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
pestnowlawn.com	12/11/2013	12/11/2023	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
pestnowtermite.com	2/3/2017	2/3/2027	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
pinworkorder.com	7/22/2022	7/22/2027	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
realtororder.com	3/30/2005	3/30/2024	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
superiortermite.com	1/27/1999	1/27/2024	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
theserviceblog.com	5/10/2008	5/10/2024	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC
wdiorder.com	8/25/2003	8/25/2023	Private Registration / Domains By Proxy, LLC	GoDaddy.com, LLC