

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bay Area Underpinning, Inc.		07/17/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Groundworks California, LLC		
Street Address:	1741 Corporate Landing Pkwy		
City:	Virginia Beach		
State/Country:	VIRGINIA		
Postal Code:	23454		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6298731	BAY AREA UNDERPINNING	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	aprilwhite@paulhastings.com		
Correspondent Name:	PAUL HASTINGS LLP		
Address Line 1:	1117 California Ave		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	46998.00019		
NAME OF SUBMITTER:	April White		
SIGNATURE:	/April White/		
DATE SIGNED:	09/07/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is effective as of July 17, 2023, by and between Bay Area Underpinning, Inc., a California corporation (the "Assignor"), and Groundworks California, LLC, a Delaware limited liability company ("Assignee").

This Agreement is made and delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among the Assignors, Assignee and the other parties thereto, pursuant to which the Assignors agreed to sell to Assignee and Assignee has agreed to purchase from the Assignors all of the Purchased Assets, including without limitation the trademarks and service marks set forth on Schedule A, attached hereto, and all registrations, applications to register, common law trademark rights and goodwill associated with any of the foregoing (collectively, the "Assigned Marks") and the internet domain names set forth on Schedule B, attached hereto, and all domain name registrations thereof (collectively, the "Assigned Domain Names"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably and unconditionally delivers, grants, conveys, transfers, and assigns to Assignee (a) all right, title, and interest in and to (i) the Assigned Marks and (ii) the Assigned Domain Names; together with (b) all rights to income, royalties and license fees deriving from the Assigned Marks or the Assigned Domain Names, all claims for damages by reason of past, present and future infringements and dilution of the Assigned Marks or the Assigned Domain Names or injury to the goodwill associated with the Assigned Marks or the Assigned Domain Names, and the rights to sue for and collect such damages, as permitted under the applicable Laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives (all of the foregoing, collectively, the "Assigned IP"); all of the foregoing, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made.

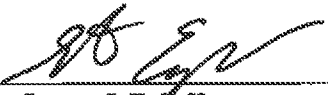
2. Assistance. The Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Assigned IP, and the intellectual property rights therein assigned to Assignee hereunder. Without limiting the generality of the foregoing, promptly upon execution of this Assignment, the Assignor agrees to transfer (or accept a request to transfer) the Domain Names to an account and/or registrar of Assignee's choosing, unlock the Domain Names and provide Assignee with all applicable AUTH CODEs. Further, Assignor and its successors agree not to challenge the validity or completeness of the assignment of the Domain Names to Assignee hereunder, nor to permit or assist any third party to do so. In the event Assignee is unable for any reason, after commercially reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified in this Section 2, the Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as the Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on the Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2 with the same legal force and effect as if executed by the Assignor.

3. Miscellaneous. The provisions of Sections 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 9.11, 9.12, 9.13, 9.14 and 9.15 of the Purchase Agreement are incorporated by reference herein, *mutatis mutandis*.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

BAY AREA UNDERPINNING, INC.

By: 
Name: Steven J. Egloff
Its: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 008190 FRAME: 0710

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNEE:

GROUNDWORKS CALIFORNIA, LLC

DocuSigned by:

Matthew Malone

By: _____
E90C5F1521944BA

Name: Matthew Malone

Its: Chief Executive Officer

SCHEDULE A

Assigned Marks

Jurisdiction	Mark	App. Ser. No.	App. Date	Reg. No.	Reg. Date
United States	BAY AREA UNDERPINNING	90056899	July 16, 2020	6298731	March 23, 2021

SCHEDULE B

Assigned Domain Names

bayareaunderpinning.com
bayareaunderpinning.org
bayareaunderpinninginc.com
baufoundationrepair.com
goldenstatefoundationrepair.com
westcoastfoundationrepair.com