

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI197172

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 USA Corp.		03/28/2024	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Company Name:	HomeServe Skilled Trades, LLC		
Street Address:	601 Merritt 7, 6th Floor		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6768175	CROPPMETCALFE	
Registration Number:	6782375	CROPPMETCALFE SERVICES CM	
CORRESPONDENCE DATA			
Fax Number:	2142064330		
<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:	2142064300		
Email:	trina@richardlawgroup.com		
Correspondent Name:	Molly Buck Richard		
Address Line 1:	13355 Noel Rd., Suite 1350		
Address Line 4:	Dallas, TEXAS 75240		
ATTORNEY DOCKET NUMBER:	SERV-0002		
NAME OF SUBMITTER:	Trina Brainard		
SIGNATURE:	Trina Brainard		
DATE SIGNED:	04/29/2024		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”), effective as of March 28, 2024, is made by and between HomeServe USA Corp., a Pennsylvania corporation having its principal place of business at 601 Merritt 7, 6th Floor, Norwalk, Connecticut 06851 (“Assignor”), and HomeServe Skilled Trades, LLC, a Delaware limited liability company having its principal place of business at 601 Merritt 7, 6th Floor, Norwalk, Connecticut 06851 (“Assignee”).

WHEREAS, Assignor is the sole owner of the entire right, title, and interest in and to the marks and the corresponding registrations therefor set forth in Schedule A attached hereto and made a part hereof (hereinafter collectively referred to as the “Trademarks”), together with the goodwill arising from or associated with the Trademarks, free and clear of all liens and encumbrances; and

WHEREAS, Assignor intends to enter into that certain Membership Interest Purchase Agreement, dated as of April 1, 2024, by and among SE Holdco, LLC, Assignor, and HomeServe USA Holding Corp. (the “MIPA”) and the parties have agreed that the Assignor will assign and transfer to Assignee and Assignee will obtain and receive all of the Assignor’s rights, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor and Assignee confirm their agreement as follows:

1. Assignor does hereby irrevocably and perpetually sell, assign, transfer, and set over unto Assignee, its successors and assigns, and Assignee hereby accepts and receives, in each case, free and clear of all liens and encumbrances, the entirety of Assignor’s worldwide right, title, and interest in and to the Trademarks, together with all goodwill of the business arising from or associated with the Trademarks and all registrations and applications therefor, including any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and any and all claims and causes of action, with respect to any of the Trademarks, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and

equitable relief for past, present and future infringement, dilution, violation or misuse, with the right (but no obligation) to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages and for its own use and enjoyment and for the use and enjoyment of its successors or assigns. For clarity, Assignor further hereby irrevocably and perpetually assigns to and authorizes Assignee, and Assignee hereby accepts and receives, free and clear of all liens and encumbrances, the entirety of Assignor's right to file corresponding applications for registration of the Trademarks in all countries, to be held and enjoyed by Assignee, its successors, assigns, nominees or legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment, sale and transfer not been made.

2. Assignor covenants and agrees that it will each time request is made and without unreasonable delay, (a) execute and deliver all such papers and do such other acts as may be necessary or desirable to perfect the title to the Trademarks in Assignee, its successors, assigns, nominees, or legal representatives, and (b) execute and deliver all lawful papers to execute all applications, to make all rightful oaths, and generally to take commercially reasonable actions to aid Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper trademark protection for said marks in any and all countries, in each case, at the expense, however, of said Assignee, its successors, assigns, nominees, or legal representatives.

3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, any official of any State trademark office, and any official of any corresponding foreign country or countries, to record the Trademarks, and title thereto, as the property of Assignee, in accordance with the terms of this Assignment.

4. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). This Assignment,

together with the Assignment and Assumption Agreements, and other instruments assigning contracts and schedules attached hereto and thereto contain the entire understanding of the parties with respect to the subject matter contained herein and supersede all prior agreements and understandings, oral and written, with respect thereto.

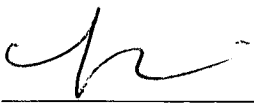
5. Assignor acknowledges and agrees that no general or limited partner, officer, trustee, director, member, manager, equity owner, employee, or representative of any Assignee shall ever have any personal liability under this Assignment. Assignee acknowledges and agrees that no general or limited partner, officer, trustee, director, member, manager, equity owner, employee or representative of Assignor shall ever have any personal liability under this Assignment.

6. ASSIGNEE ACKNOWLEDGES THAT THIS ASSIGNMENT IS MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND WITHOUT RECOURSE AGAINST ASSIGNOR.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized officers or representatives and to be effective as of the date first written above.

ASSIGNOR:

HomeServe USA Corp.

By:  _____

Name: Thomas J. Rusin
Title: President & CEO






ASSIGNEE:










HomeServe Skilled Trades, LLC







By:  _____



Name: Thomas J. Rusin
Title: President & CEO

SCHEDULE A

Federal or State	Mark	Registration No.
Alabama	BREATH EASY AIR & Design 	124-674
Alabama	BREATH EASYAIR Clean Air Matters & Design 	123-371
Alabama	Freedom Heating & Cooling	121-083
Alabama	Freedom Heating & Cooling Worry Free Comfort Today & Design 	123-744
Alabama	Freedom Heating and Cooling	123745
Arizona	Arizona's Dukes of Air	9313490
Arizona	CANYON STATE AIR CONDITIONING, HEATING & PLUMBING & Design 	9224468
Arizona	Hays Cooling, Heating & Plumbing	9264308
Arizona	Hays	9264309
Arizona	Hays Cooling Heating & Plumbing & H Design  Hays Cooling, Heating & Plumbing	9264312
Arizona	It pays to call Hays & Design	9264315

Federal or State	Mark	Registration No.
		
Arizona	MOON VALLEY PLUMBING AND ROOTER	9315752
Arizona	MOON VALLEY PLUMBING AND ROOTER Logo 	9315758
Arizona	PHOENIX PLUMBING & DRAIN SERVICE & Design 	9326835
Arizona	RA Renew Air Duct Cleaning Services & Design 	9264318
Arizona	STERLING SERVICES & Design  *(Sterling Services was merged into Arizona's Dukes of Air)	9188800
Florida	XTRA MILE COOLING, PLUMBING AND ELECTRIC	T23000000232
Florida	XTRAMILE COOLING PLUMBING ELECTRIC & DESIGN 	T23000000233
Kentucky	United Plumbing - Professional Service Since 1984 & Design 	019909
Kentucky	United Plumbing	019910
Maryland	Arundel Cooling & Heating Co., Inc. 50th Anniversary & Design 	2023-
Maryland	Arundel Cooling & Heating Co., Inc. & Design 	2023-
Maryland	ENVIRONMENTAL SYSTEMS ASSOCIATES	2021-0314
Maryland	ESA	2021-0306

Federal or State	Mark	Registration No.
Maryland	Environmental Systems Associates Heating & Air Conditioning	2021-0307
Maryland		2021-0313
Maryland	Fab Electric (not used since Fab Electric was merged into Cropp in October 2020; expires 1/9/2025)	T00476338
Maryland	WYANT HEATING & AIR	2022-1226
Maryland	WYANT HEATING & AIR, Inc. & Design 	2022-1227
Ohio	FHS FRED'S HOME SERVICES & Design  FRED'S HOME SERVICES (not used after Newcore Inc. was merged into Geisel)	4735848
Pennsylvania		7358965
Pennsylvania		7358968
Pennsylvania	MARK ALLEN PLUMBING, HEATING & COOLING	7358990
Pennsylvania	MARK ALLEN PLUMBING, HEATING & COOLING	7358995
Pennsylvania	MARK ALLEN	7358997
Pennsylvania	MARK ALLEN	7359000
Pennsylvania	McLoughlin PLUMBING • HEATING • COOLING & Design 	7394701
Pennsylvania	MCLOUGHLIN PLUMBING HEATING & COOLING	7394703

Federal or State	Mark	Registration No.
Pennsylvania	MOTTA HEATING & AIR CONDITIONING "You Otta Call Motta" 	3638610
Pennsylvania	MOTTA HEATING AND AIR CONDITIONING	3638629
U.S. (Federal)	CROPPMETCALFE	6768175
U.S. (Federal)	CroppMetcalfe Services CM & Design 	6782375