

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Rooter LLC		03/25/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Mr. Rooter SPV LLC		
Street Address:	1010 N. University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3017103	AMERICA'S TROUBLE SHOOTER	
Registration Number:	1302279	AMERICA'S TROUBLE SHOOTER	
Registration Number:	2069036	BIOCHOICEES	
Registration Number:	2589108	HYDROSCRUB	
Registration Number:	0933403	MR. ROOTER	
Registration Number:	2688517	MR. ROOTER	
Registration Number:	0982684	MR. ROOTER	
Registration Number:	3722155	MR.ROOTER	
Registration Number:	1964249	MR. ROOTER	
Registration Number:	3684983	MR. ROOTER PLUMBING	
Registration Number:	2907769		
Registration Number:	2683543		
Registration Number:	3733777	MR.ROOTER MR.ROOTER PLUMBING	
Registration Number:	2677643	NO ORDINARY PLUMBER	
Registration Number:	3162642	PIPELINE	
Registration Number:	1076126	"QUICK-AS-A-WINK"	
Registration Number:	3365044	THE PLUMBER YOU DESERVE.	
Registration Number:	4226897	THE PLUMBING COMPANY NORTH AMERICA LOVES	
Registration Number:	3524169	THERE'S A REASON THEY CALL US MR.	
TRADEMARK			

OP \$590.00 3017103

Property Type	Number	Word Mark
Registration Number:	4571645	TOTAL DRAIN
Registration Number:	2174171	
Registration Number:	3841013	WATER-WISE
Registration Number:	3992782	WATER-WISE

CORRESPONDENCE DATA

Fax Number: 4048156555

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.

Phone: 4048156500

Email: byates@kilpatricktownsend.com

Correspondent Name: Barbara Yates, Paralegal

Address Line 1: 1100 Peachtree Street, Suite 2800

Address Line 2: c/o Kilpatrick Townsend & Stockton LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	1232560
NAME OF SUBMITTER:	Barbara Yates
SIGNATURE:	/Barbara Yates/
DATE SIGNED:	04/07/2021

Total Attachments: 8

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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of March 25, 2021, by Mr. Rooter LLC, a Texas limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707 ("Grantor"), in favor of Mr. Rooter SPV LLC, a Delaware limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707 ("Secured Party") (collectively referred to as the "Parties"). Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement (as defined below).

WHEREAS, Grantor is the owner of the U.S. trademark registrations and trademark applications included in the Contributed Assets, including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof (the "Agreement"), solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets under the Agreement does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor has granted a security interest in favor of the Secured Party in all of Grantor's right, title and interest in, to and under such Contributed Assets whether now owned or hereafter acquired, including the Trademarks included therein and the goodwill connected with the use of or symbolized by such Trademarks, and all products and Proceeds of the foregoing, and the right to bring an action at law or in equity for any past, present or future infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds (including, for clarity, license fees and royalties) relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the distribution of the Trademarks pursuant to the Agreement does not constitute a valid distribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan, to secure such a loan in the aggregate value of the Contributed Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, and solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets hereunder does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor hereby grants (and the Secured Party hereby accepts and receives) a security interest in favor of the Secured Party in all of Grantor's right, title and


interest in, to and under the Trademark Collateral now owned or hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, cancelled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in, to and under the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in, to and under the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.
2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.
3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).
4. This Notice may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.


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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

MR. ROOTER LLC

By: 
Name: Jon Shell
Title: Treasurer



MR. ROOTER SPV LLC

By: 
Name: Jon Shell
Title: Treasurer






Schedule 1

Trademarks


[Attached]

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	AMERICAS TROUBLE SHOOTER	Registered	76613466 Sep 27, 2004	3017103 Nov 22, 2005	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Nov 22, 2025
United States of America	AMERICAS TROUBLE SHOOTER (and design)	Registered	73427606 May 25, 1983	1302279 Oct 23, 1984	Mr. Rooter LLC	37 Sewer and drain cleaning services.	Sec 8/9 Renewal Deadline Oct 23, 2024
							
United States of America	BIOCHOICEES	Registered	75066156 Mar 1, 1996	2069036 Jun 10, 1997	Mr. Rooter LLC	01 Chemical preparation in the nature of biological agents for the preventive maintenance of drains and septic systems. 03 Drain openers.	Sec 8/9 Renewal Deadline Jun 10, 2027
United States of America	HYDROSCRUB	Registered	75827317 Oct 19, 1999	2589108 Jul 2, 2002	Mr. Rooter LLC	37 Cleaning services, namely, a procedure employing high pressure water usage, and numerous and varied types of water machines, to clean drains, concrete areas and grease problems.	Sec 8/9 Renewal Deadline Jul 2, 2022
United States of America	MR. ROOTER	Registered	72344582 Nov 25, 1969	0933403 May 2, 1972	Mr. Rooter LLC	37 Sewer and drain cleaning services.	Sec 8/9 Renewal Deadline May 2, 2022
United States of America	MR. ROOTER	Registered	76401856 Apr 30, 2002	2688517 Feb 18, 2003	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Feb 18, 2023
United States of America	MR. ROOTER (and design)	Registered	72428147 Jun 23, 1972	0982684 Apr 23, 1974	Mr. Rooter LLC	37 Sewer and drain cleaning services.	Sec 8/9 Renewal Deadline Apr 23, 2024
							


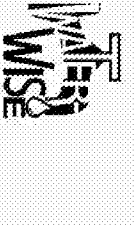
TRADEMARK

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	MR. ROOTER (stylized)	Registered	77737742 May 15, 2009	3722155 Dec 8, 2009	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Dec 8, 2029
United States of America							
United States of America	MR. ROOTER (Stylized)	Registered	74674606 May 16, 1995	1964249 Mar 26, 1996	Mr. Rooter LLC	37 Sewer and drain cleaning services.	Sec 8/9 Renewal Deadline Mar 26, 2026
							
United States of America	MR. ROOTER PLUMBING (and design)	Registered	77436593 Apr 1, 2008	3684983 Sep 22, 2009	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Sep 22, 2029
							
United States of America	MR. WINKIE AND VAN STRIPE DESIGN	Registered	76523487 Jun 18, 2003	2907769 Dec 7, 2004	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Dec 7, 2024
							
United States of America	MR. WINKIE DESIGN (new form)	Registered	76407668 May 14, 2002	2683543 Feb 4, 2003	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Feb 4, 2023
							

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	MR.ROOTER MR.ROOTER PLUMBING (and design)	Registered	77736612 May 14, 2009	3733777 Jan 5, 2010	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Jan 5, 2030
							
United States of America	NO ORDINARY PLUMBER	Registered	76387078 Mar 22, 2002	2677643 Jan 21, 2003	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Jan 21, 2023
United States of America	PIPELINE	Registered	78769972 Dec 9, 2005	3162642 Oct 24, 2006	Mr. Rooter LLC	16 Printed publications, namely, newsletters in the field of commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Oct 24, 2026
United States of America	QUICK-AS-A-WINK	Registered	73116798 Feb 23, 1977	1076126 Oct 25, 1977	Mr. Rooter LLC	37 Sewer and drain cleaning services.	Sec 8/9 Renewal Deadline Oct 25, 2027
United States of America	THE PLUMBER YOU DESERVE.	Registered	77164851 Apr 25, 2007	3365044 Jan 8, 2008	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Jan 8, 2028
United States of America	THE PLUMBING COMPANY NORTH AMERICA LOVES TO REFER	Registered	85358316 Jun 28, 2011	4226897 Oct 16, 2012	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Oct 16, 2022
United States of America	THERE'S A REASON THEY CALL US MR.	Registered	77492985 Jun 6, 2008	3524169 Oct 28, 2008	Mr. Rooter LLC	37 Commercial and residential plumbing, sewer, grease trap and drain cleaning services.	Sec 8/9 Renewal Deadline Oct 28, 2028
United States of America	TOTAL DRAIN	Registered	86132561 Dec 2, 2013	4571645 Jul 22, 2014	Mr. Rooter LLC	03 Drain cleaning preparations.	Sec 8 and/or 15 Filing Deadline Jul 22, 2020 Sec 8/9 Renewal Deadline Jul 22, 2024

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America		Registered	75039291 Jan 2, 1996	2174171 Jul 21, 1998	Mr. Rooter LLC	37 Sewer and drain cleaning services.	Sec 8/9 Renewal Deadline Jul 21, 2028
United States of America	WATER-WISE	Registered	77922084 Jan 28, 2010	3841013 Aug 31, 2010	Mr. Rooter LLC	37 Plumbing services.	Sec 8/9 Renewal Deadline Aug 31, 2030
United States of America	WATER-WISE LOGO 	Registered	85162318 Oct 27, 2010	3992782 Jul 12, 2011	Mr. Rooter LLC	37 Plumbing services.	Sec 8/9 Renewal Deadline Jul 12, 2021

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