CH \$65.00 39014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM314381 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC, as agent		08/15/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Mr. Rooter LLC		
Street Address:	1010 N. University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3901402	MRS. ROOTER PLUMBING
Registration Number:	3901403	MRS. ROOTER PLUMBING

CORRESPONDENCE DATA

Fax Number: 3125585700

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: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 4200

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	6737-133
NAME OF SUBMITTER:	Laura Konrath
SIGNATURE:	/Laura Konrath/
DATE SIGNED:	08/18/2014

Total Attachments: 4

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TRADEMARK REEL: 005347 FRAME: 0174

RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This release granted on this 15th day of August, 2014, by MADISON CAPITAL FUNDING LLC, as Administrative Agent for the Secured Parties with offices at 30 South Wacker Drive, Suite 3700, Chicago, IL (the "Agent"), to MR. ROOTER LLC, with principal offices at 1010 N. University Parks Drive, Waco, Texas 76707 (the "Grantor"), as follows:

WITNESSETH

WHEREAS, the Grantor has heretofore granted to the Agent a security interest in certain U.S. trademark applications and trademark registrations more particularly set forth on Schedule 1 attached hereto (collectively, the "Intellectual Property Collateral") pursuant to that certain Intellectual Property Security Agreement dated as of July 3, 2012 (the "Agreement") between the Agent and the Grantor; and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Intellectual Property Collateral to the Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral shown on the attached <u>Schedule 1</u> hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in and to the Intellectual Property Collateral, and more particularly, the security interest in the trademark applications and trademark registrations as set forth on <u>Schedule I</u> hereto, granted to Agent by the Grantor by the Agreement, which security interest was duly recorded at the United States Patent and Trademark Office.

Executed as of the date first written above.

MR. ROOTER LLC as Grantor

Name:

Title: DEBBIE WRIGHT-HOOD, SECRETARY

MADISON CAPITAL FUNDING LLC as Administrative Agent

Bv:

Name: Christopher W. Taylor

Title: Director

CHI:2857931.2

RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This release granted on this 15th day of August, 2014, by MADISON CAPITAL FUNDING LLC, as Administrative Agent for the Secured Parties with offices at 30 South Wacker Drive, Suite 3700, Chicago, IL (the "Agent"), to MR. ROOTER LLC, with principal offices at 1010 N. University Parks Drive, Waco, Texas 76707 (the "Grantor"), as follows:

<u>WITNESSETH</u>

WHEREAS, the Grantor has heretofore granted to the Agent a security interest in certain U.S. trademark applications and trademark registrations more particularly set forth on <u>Schedule 1</u> attached hereto (collectively, the "Intellectual Property Collateral") pursuant to that certain Intellectual Property Security Agreement dated as of July 3, 2012 (the "<u>Agreement</u>") between the Agent and the Grantor; and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Intellectual Property Collateral to the Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral shown on the attached <u>Schedule 1</u> hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in and to the Intellectual Property Collateral, and more particularly, the security interest in the trademark applications and trademark registrations as set forth on Schedule 1 hereto, granted to Agent by the Grantor by the Agreement, which security interest was duly recorded at the United States Patent and Trademark Office.

Executed as of the date first written above.

MR. ROOTER LLC as Grantor

By:
Name:
Title:

MADISON CAPITAL FUNDING LLC as Administrative Agent

Name: Christopher W. Taylo

Title: Director

CHI:2857931.2

SCHEDULE 1 (See Attached)

CHI:2857931.2

TRADEMARK
REEL: 005347 FRAME: 0177

SCHEDULE 1

to

Trademark Security Agreement

TRADEMARK APPLICATIONS AND REGISTRATIONS

AMERICAN MARK		Serial No./ Filing Date		Owner with the
MRS. ROOTER PLUMBING	U.S. Federal	77761108	3901402	Mr. Rooter LLC
		Jun 16, 2009	Jan 4, 2011	
MRS. ROOTER PLUMBING	U.S. Federal	77761196	3901403	Mr. Rooter LLC
(stylized)		Jun 16, 2009	Jan 4, 2011	

TRADEMARK REEL: 005347 FRAME: 0178

RECORDED: 08/18/2014