

03-02-2004

3-2-04

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼



102681655

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

KELE & ASSOCIATES, INC. 3-2-04

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State → TN
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 02/27/2004

2. Name and address of receiving party(ies)

Name: KELE, INC.

Internal

Address: _____

Street Address: 3300 BROTHER BOULEVARD

City: BARTLETT State: TN Zip: 38133

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State DE
☐ Other _____

If assignee is not domiciled in the United States, a domestic
 representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) N.A.

B. Trademark Registration No.(s) 1,488,205

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: PENELOPE S. JOHNSON

Internal Address: KATTEN MUCHIN ZAVIS ROSENMAN
SUITE 1600

Street Address: 525 WEST MONROE STREET

City: CHICAGO State: IL Zip: 60661

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

PENELOPE S. JOHNSON

Name of Person Signing

Signature

02/27/2004

Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

03/03/2004 LMUELLER 00000010 1488205

01 FC:8521

40.00 OP

TRADEMARK
 REEL: 002920 FRAME: 0447

Additional Conveying Parties:

Precon National Sales Company
(a Tennessee corporation)

Wentech, Inc.
(a Tennessee corporation)

IES Manufacturing Company
(a Minnesota corporation)

International Technology Complex I
(a Tennessee general partnership)

International Technology Complex V
(a Tennessee general partnership)

Assignment Intellectual Property Agreement

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (the "Agreement") is made this 27th day of February, 2003, by and among Kele, Inc. ("Assignee"), and Kele & Associates, Inc., a Tennessee corporation, Precon National Sales Company, a Tennessee corporation, Wentech, Inc., a Tennessee corporation, IES Manufacturing Company, a Minnesota corporation, International Technology Complex I, a Tennessee general partnership, International Technology Complex V, a Tennessee general partnership (each an "Assignor" and collectively, the "Assignors").

Recital

Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated February 13, 2004 (the "Asset Purchase Agreement"), pursuant to which it is contemplated that Assignor SELL, ASSIGN, TRANSFER, CONVEY and DELIVER to Assignee certain intellectual property of Assignor;

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged as contained in the Asset Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, it successors, assigns and legal representatives, the full and exclusive right, title and interest in and to:

(a) all of Assignor's patents, patent applications and inventions, including without limitation those listed on the attached Schedule A (the "Patents Rights"), including all continuations, continuations-in-part, reexaminations and extensions of the Patent Rights, the right to recover for past infringement and other violations of the Patent Rights, the right to file applications and obtain patents, utility models, industrial models and designs for the inventions included in the Patent Rights throughout the world, all rights of priority under international treaties and conventions arising from applications for the Patent Rights, all rights to publish cautionary notices reserving ownership of the Patent Rights, and all rights to register said inventions and patents thereon in appropriate registries;

(b) all of Assignor's trademarks and service marks (the "Marks"), including without limitation those listed on the attached Schedule A, together with the goodwill of the business symbolized by the Marks and the right to recover for past infringement of the Marks;

(c) all of Assignor's copyrights and trade secret rights throughout the world in and to the products and development tools including without limitation those identified on Schedule A, including without limitation the power to assert, defend and recover title thereto and the right to sue for and recover for past, present and future infringement, misuse, and other misappropriation thereof, both in the same manner and to the same

extent as Assignor could or could cause to be done if the assignment made herein had not occurred; and

(d) all of Assignor's domain names, including any and all goodwill associated therewith, all registrations therefore and all common law rights therein, throughout the world, including without limitation those identified on Schedule A, including without limitation the power to assert, defend and recover title thereto and the right to sue for and recover for past, present and future infringement, misuse, and other misappropriation thereof, both in the same manner and to the same extent as Assignor could or could cause to be done if the assignment made herein had not occurred.

2. Assignor and Assignee hereby agree, at any time or from time to time, at the reasonable written request of the other, to execute, acknowledge and deliver such further instruments of conveyance, sale, transfer or assumption and to take such other actions as the other may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.

3. This Agreement is executed and delivered pursuant to the Asset Purchase Agreement and is subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions and other provisions of the Asset Purchase Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

4. No terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties hereto.

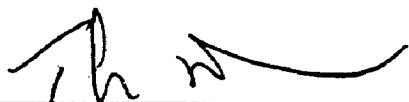
5. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of law provisions.

[Signatures on following page]

IN WITNESS WHEREOF, this Assignment of Intellectual Property Agreement is executed and effective as of the date first above written.

Kele, Inc.

By: 
Name: Thomas D'Ovidio
Title: President

Kele & Associates, Inc.

By: _____
Name: Ronnie Randall
Title: President

Precon National Sales Company

By: _____
Name: Ronnie Randall
Title: President

Wentech, Inc.

By: _____
Name: Ronnie Randall
Title: President

IES Manufacturing Company

By: _____
Name: Ronnie Randall
Title: President

International Technology Complex I

By: _____
Name: Roger Johnson
Title: Partner

International Technology Complex V

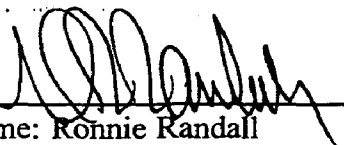
By: _____
Name: Roger Johnson
Title: Partner

IN WITNESS WHEREOF, this Assignment of Intellectual Property Agreement is executed and effective as of the date first above written.

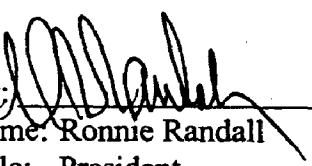
Kele, Inc.

By: _____
Name: Thomas D'Ovidio
Title: President

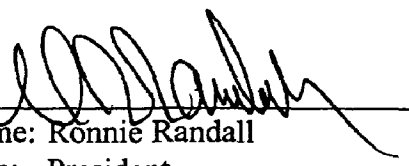
Kele & Associates, Inc.

By: _____
Name: Ronnie Randall
Title: President

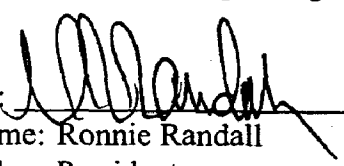
Precon National Sales Company

By: _____
Name: Ronnie Randall
Title: President

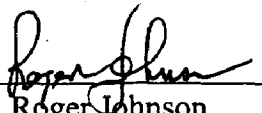
Wentech, Inc.

By: _____
Name: Ronnie Randall
Title: President

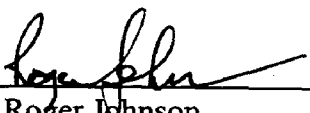
IES Manufacturing Company

By: _____
Name: Ronnie Randall
Title: President

International Technology Complex I

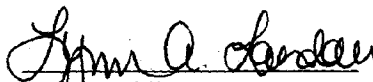
By: _____
Name: Roger Johnson
Title: Partner

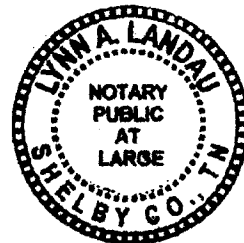
International Technology Complex V

By: _____
Name: Roger Johnson
Title: Partner

STATE OF TENNESSEE)
) SS
COUNTY OF)

On this 27th day of February, 2004, before me, a Notary Public in and for the State of Tennessee, Ronnie Randall personally appeared who is known to be the President of each of Kele & Associates, Inc., Precon National Sales Company, Wentech, Inc., and IES Manufacturing Company, and being duly sworn, averred that, being duly authorized, he executed the foregoing as the free act and deed of said corporations.

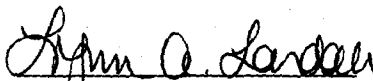

Notary Public

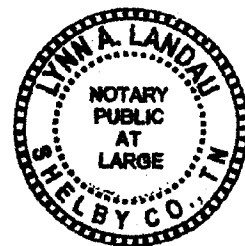


My commission expires:
4-20-05

STATE OF TENNESSEE)
) SS
COUNTY OF)

On this 27th day of February, 2004, before me, a Notary Public in and for the State of Tennessee, Roger Johnson personally appeared who is known to be a partner of each of International Technology Complex I and International Technology Complex V, and being duly sworn, averred that, being duly authorized, he executed the foregoing as the free act and deed of said partnerships.


Notary Public



My commission expires:
4-20-05

SCHEDULE A

SCHEDULE A

Copyrights:

Annual Sales catalogue is copyrighted but is not registered.

Domain Names:

Active domain names: www.kele.com, www.preconusa.com, www.keleteam.kele.com

Inactive domain names: www.circuitguard.com and www.hvaccomponents.com

Domain names not renewed: www.hvac-components.com, www.kele-oem.com, www.keleoem.com, www.control-parts.com

Patents:

None

Patent Applications:

None

Trademarks:

United States Trademark Applications and Registrations

Serial Number	Reg. Number /Date	Word Mark	Goods	Live/Dead	Owner
73584497	1488205 5/17/88 Renewal due 5/17/2008	PRECON	Temperature sensors	LIVE	Precon National Sales Company
76374118	http://tes.s2.uspto.gov/bin/showfield?f=doc&state=rd6j9b.2.1	IES	Electronic and electrical environmental sensing apparatus to control temperature, power, pressure, flow or lightning in buildings	DEAD Applicant failed to respond to an Office action.	Kele & Associates, Inc.
76374116	http://tes.s2.uspto.gov/bin/s	WENTECH	Electronic and electrical environmental	DEAD Applicant failed	Kele & Associates, Inc.

	howfield ?f=doc& state=rd6 j9b.2.3		sensing apparatus to control temperature, power, pressure, flow or lightning in buildings.	to respond to an Office action.	
76374115	http://tes s2.uspto. gov/bin/s howfield ?f=doc& state=rd6 j9b.2.4	PRECON	Electronic and electrical environmental sensing apparatus to control temperature, power, pressure, flow or lightning in buildings.	DEAD Applicant failed to respond to an Office action.	Kele & Associates, Inc.
76374114	http://tes s2.uspto. gov/bin/s howfield ?f=doc& state=rd6 j9b.2.5	KELE	Electronic and electrical environmental sensing apparatus to control temperature, power, pressure, flow or lightning in buildings.	DEAD Applicant failed to respond to an Office action.	Kele & Associates, Inc.
76374113	http://tes s2.uspto. gov/bin/s howfield ?f=doc& state=rd6 j9b.2.6	CONTRACTOR INSTRUMENTS	Electronic and electrical environmental sensing apparatus to control temperature, power, pressure, flow or lightning in buildings.	DEAD Applicant failed to respond to an Office action.	Kele & Associates, Inc.
74218527	1717762 9/22/92	K & A	Electronic and electrical environmental sensing apparatus to control temperature, power, pressure, flow or lightning in buildings.	DEAD Cancelled for failure to file Section 8 affidavit as of 9/22/98	Kele & Associates, Inc.
74199444	1717713 9/22/92	KELE & ASSOCIATES	Electronic and electrical environmental sensing apparatus to control	DEAD Cancelled for failure to file Section 8 affidavit as of	Kele & Associates, Inc.

			temperature, power, pressure, flow or lightning in buildings.	9/22/98	
--	--	--	--	---------	--

M MAJ 750847 v1
2790241-000001 02/26/04

RECORDED: 03/02/2004

TRADEMARK
REEL: 002920 FRAME: 0457