

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rentacool, LLC		08/19/2011	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Topp Construction Services, Inc.		
<b>Street Address:</b>	900C Tryens Road		
<b>City:</b>	Aston		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19014		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3633846	RENTACOOOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(610)485-7660		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	610-485-9400		
<b>Email:</b>	Judy@patentcounsel.net		
<b>Correspondent Name:</b>	Mark A. Garzia		
<b>Address Line 1:</b>	2058 Chichester Avenue		
<b>Address Line 4:</b>	Boothwyn, PENNSYLVANIA 19061		
<b>ATTORNEY DOCKET NUMBER:</b>	TOPP-T33-US		
<b>NAME OF SUBMITTER:</b>	Mark A. Garzia		
<b>Signature:</b>	/Mark A. Garzia/		
<b>Date:</b>	09/07/2011		

OP \$40.00 3633846

**Total Attachments: 5**

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**CONFIRMATORY ASSIGNMENT**  
**BETWEEN RENTACOO, LLC AND TOPP CONSTRUCTION SERVICES, INC.**

**I. BACKGROUND**

A. In a document titled ASSET PURCHASE AGREEMENT, dated the 12<sup>th</sup> day of February, 2009, Rentacool, LLC, a Florida Limited Liability Company, (the "Seller") and Topp Construction Services, Inc., a Pennsylvania corporation, (the "Buyer"), entered into an agreement in which the Seller transferred, sold, conveyed, and assigned to Buyer all assets of the Seller's Business which were not specifically excluded under Section 1.2 (collectively referred to as the "Acquired Assets"). The relevant portion of the ASSET PURCHASE AGREEMENT under the heading "SALE AND PURCHASE OF ASSETS" is reproduced below:

1.1. Sale and Purchase of Assets. On the terms and conditions set forth herein, the Seller hereby agrees to transfer, sell, convey and assign to the Buyer, free and clear of all liens and encumbrances other than as specifically set forth in this Agreement, and the Buyer agrees to purchase from the Seller, all the assets of the Business and which are not specifically excluded under Section 1.2 below (collectively, the "Acquired Assets"). The Acquired Assets shall include, without limitation:

- (a) all equipment, furniture and fixtures, leasehold improvements, supplies and other tangible assets associated with the Business and all other assets listed on Exhibit 1. (collectively, "Equipment, Fixtures and Supplies");
- (b) all intellectual property, trademarks, trade names, trade styles, patents, copyrights, customer lists, databases, supplier lists, customer records, vendor lists, goodwill, names, phone and fax numbers (to the extent that such phone and fax numbers are transferable); e-mail addresses, domain names, yellow page listings and other intangible assets associated with the business, including without limitation the name Rentacool and the website

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## CONFIRMATORY ASSIGNMENT

associated with the Business, including without limitation the name Rentacool and the website [www.Rentacool.com](http://www.Rentacool.com) but expressly excluding any reference to the Andrews-Sykes name and brand (the "Intangible Assets").

B. The purpose of this CONFIRMATORY ASSIGNMENT is to confirm the Parties' intent to transfer and assign the trademark RENTACOOOL (the "Trademark"), including U.S. Registration No. 3,633,846, and to produce a document suitable for recording with the U.S. Patent and Trademark Office. This CONFIRMATORY ASSIGNMENT does not amend, change or alter any of the terms, conditions or agreements set down in the ASSET PURCHASE AGREEMENT.

## II. ASSIGNMENT

NOW, THEREFORE, in consideration of One Dollar ( U.S. \$1.00) and of other good and valuable consideration (in particular, the consideration previously given under the ASSET PURCHASE AGREEMENT), the receipt, adequacy and sufficiency of which is hereby acknowledged, the Seller does hereby convey, assign, and transfer unto the Buyer all of its right, title, and interest in and to the trademark RENTACOOOL, and U.S. Registration No. 3,633,846 for the mark RENTACOOOL, together with all of the goodwill of the Seller's business associated with and symbolized by such trademark relating to the rental of air conditioning equipment and air conditioning units, providing temporary air conditioning solutions, and related services provided by Seller. Such right, title and interest to the trademark RENTACOOOL includes, but is not limited to, any rights of the Seller to sue any third parties for any past infringement of or to

## CONFIRMATORY ASSIGNMENT

the Trademark, on behalf and behoof of Buyer and its successors, assigns or other legal representatives.

### III. GENERAL PROVISIONS

A. **Effect on Heirs & Successors.** Seller hereby covenants that it had full right to convey, transfer and assign the entire interest herein assigned as of the date of the ASSET PURCHASE AGREEMENT, and that Seller has not executed and will not execute any agreement in conflict herewith. This CONFIRMATORY ASSIGNMENT is binding on the Seller and its respective successors and assigns, and inures to the benefit of the Buyer and its successors and assigns.

B. **Waiver, Amendment, Modification.** No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

C. **Severability.** If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to

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**CONFIRMATORY ASSIGNMENT**


its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

**UNDERSTOOD, AGREED & ACCEPTED**

We have carefully reviewed this document and agree to accept its terms and conditions.

IN WITNESS WHEREOF and intending to be legally bound hereby, the undersigned have duly executed this CONFIRMATORY ASSIGNMENT and it shall be effective as of the latest date written below.

RENTACOOOL, LLC



Name: Joel Simmonds  
Title: Manager

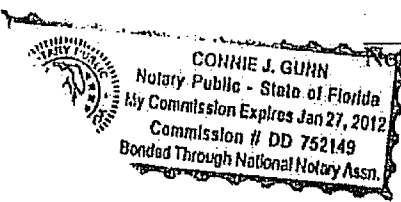
Date: 8-19-11

**CONFIRMATORY ASSIGNMENT**

State of Florida :  
County of :

This 19 day of Aug, 2011, before me personally came the above-named Joel Simmonds, known as the individual who executed the foregoing Assignment, who acknowledged to me that he is/was a Manager of Rentacool, LLC, duly authorized to enter into this agreement on its behalf and hereby so does and that executed the same of his own free will for the purposes therein set forth.

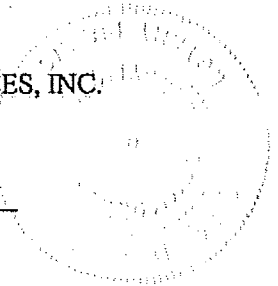
Witness my hand and Notarial seal the day and year immediately above-written.

Connie J. Gunn  
Notary Public  


TOPP CONSTRUCTION SERVICES, INC.

Date: 9-2-2011

Daniel P. Topp  
Name: Daniel P. Topp  
Title: President



Commonwealth of Pennsylvania :  
County of Delaware :

This 2 day of SEPT, 2011, before me personally came the above-named Daniel P. Topp, known as the individual who executed the foregoing Assignment, who acknowledged to me that he is an officer of Topp Construction Services, Inc., duly authorized to enter into this agreement on its behalf and hereby so does and that executed the same of his own free will for the purposes therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

Donald Thompson  
Notary Public

