

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CES Group Inc		06/13/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Governair LLC		
Street Address:	4841 North sewell		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73118		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2621223	GOVERNAIR	
CORRESPONDENCE DATA			
Fax Number:	3145844061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-584-4080		
Email:	fftmocket@splglaw.com		
Correspondent Name:	The Small Patent Law Group, LLC		
Address Line 1:	225 S Meramec		
Address Line 2:	Suite 725T		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	301-7502US1		
NAME OF SUBMITTER:	Joseph M. Butscher		
Signature:	/Joseph M. Butscher/		

Date:

06/18/2012

**Total Attachments: 3**

source=301-7502US1-AssignmentRecordation-18JUN2012#page1.tif

source=301-7502US1-AssignmentRecordation-18JUN2012#page2.tif

source=301-7502US1-AssignmentRecordation-18JUN2012#page3.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

CES Group Inc.  
13200 Pioneer Trail, Suite 150  
Eden Prairie MN 55347-4125

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) June 13, 2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Governair LLC

Street Address: 4841 North Sewell

City: Oklahoma City

State: OK

Country: US Zip: 73118

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

2,621,223

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

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

Name: The Small Patent Law Group LLC

Internal Address: Suite 725T

Street Address: 225 S. Meramec Ave.

City: St. Louis

State: MO Zip: 63105

Phone Number: 314-584-4083

Docket Number: 301-7502US1

Email Address: ftmdocket@splglaw.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_ /Joseph M. Butscher/

\_\_\_\_\_ June 18, 2012

Signature

Date

Joseph M. Butscher

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between **CES GROUP INC.**, having a place of business at 13200 Pioneer Trail, Suite 150 Eden Prairie, Minnesota 55347-4125 (the "Assignor"), and **GOVERNAIR LLC**, having a place of business at 4841 North Sewell, Oklahoma City, Oklahoma 73118 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to United States Trademark Registration No. 2,621,223 for the mark **GOVERNAIR**, which was registered September 17, 2002, together with the goodwill of the business connected with and symbolized by the Trademark (the "Trademark").

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew the registration, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Trademark to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

3. Assignor assigns and conveys to and confirms in Assignee the right to bring legal action and to recover damages for past infringement of the Trademark.

4. Assignor warrants that Assignor has not conveyed to others any right in the Trademark or any license to use the same; and that Assignor has good right to assign the same to Assignee without encumbrance.

5. Assignor binds Assignor's heirs and legal representatives, as well as Assignor, to do, upon Assignee's request and at Assignor's expense, but without additional consideration to Assignor or Assignee, all acts reasonably serving to assure that the Trademark shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor or Assignor's heirs or representatives if this assignment had not been made; and

particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to Assignor relating to the Trademark or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in Assignor's control or in the control of Assignor's heirs or legal representatives and which may be useful for establishing the facts of use of the Trademark.

6. This Trademark Assignment may be executed in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. This Trademark Assignment and/or each counterpart may be delivered by facsimile or electronic transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the Assignor hereto has executed this Trademark Assignment as of the date written below.

ASSIGNOR

CES GROUP, INC.

By: [Signature]  
Eric Roberts  
Title: President

Date: June 13, 2012

STATE OF : Minnesota  
COUNTY OF : Hennepin

I, Darlene M. Reinke, a Notary Public in and for the County and State aforesaid, do hereby certify that Eric Roberts personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13<sup>th</sup> day of June, 2012.



[Signature]  
Notary Public

(SEAL)

My commission expires 1/31/2015