

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHAEFER VENTILATION EQUIPMENT, LLC		10/08/2015	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	SCHAEFER VENTILATION EQUIPMENT CORP.		
Street Address:	1 INDUSTRIAL BLVD., #101		
City:	SAUK RAPIDS		
State/Country:	MINNESOTA		
Postal Code:	56379		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2826577	PRO-KOOL	
Registration Number:	2606512	VERSA FOG	
Registration Number:	2413600	VERSA-MIST	
Registration Number:	1929619	VERSA-KOOL	
Registration Number:	1764368	PLANT-AIR	
Registration Number:	1741148	CATTLE KOOLER	
Registration Number:	1779393	AMERIC	
Registration Number:	1779392	AMERIC	
Registration Number:	1498527	BARN KOOLER	
Registration Number:	4658276	SCHAEFER	
Registration Number:	3999835	FLIPFAN	
Registration Number:	3872711	BIGDOG	
Registration Number:	2063286	WAY COOL	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	8167531000		
Email:	uspt@polsinelli.com		
TRADEMARK			

CH \$340.00 2826577

Correspondent Name: POLSINELLI PC
Address Line 1: 900 W. 48TH PLACE, SUITE 900
Address Line 4: KANSAS CITY, MISSOURI 64112

ATTORNEY DOCKET NUMBER: 071627-497947

NAME OF SUBMITTER: Andrea Porterfield

SIGNATURE: /Andrea Porterfield/

DATE SIGNED: 10/13/2015

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of October 8, 2015 (the "Effective Date"), is between Schaefer Ventilation Equipment, LLC, a Minnesota limited liability company ("Assignor"), and Schaefer Ventilation Equipment, Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the marks shown on Schedule A hereof (hereinafter collectively, the "Assigned Marks");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (hereinafter the "Agreement"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, substantially all assets of Assignor, including, without limitation, the Assigned Marks listed on Schedule A hereof;

WHEREAS, Assignor and Assignee wish to confirm the transfer of ownership of the Assigned Marks listed on Schedule A hereof, as a result of the Purchase Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee the entire right, title and interest in and to the Assigned Marks, and any marks legally related thereto and owned by Assignor, together with all associated goodwill and all claims for damages by reason of past, present, and future infringement of all such Assigned Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.


AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with the Assigned Marks and related marks, any renewal or extension of the Assigned Marks and related marks, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Assigned Marks and related marks, at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

ASSIGNOR:

Schaefer Ventilation Equipment, LLC

By 

Name: Neal Hoeflin
Title: CFO

ASSIGNEE:

Schaefer Ventilation Equipment, Corp.

By _____

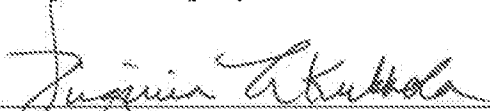
Name: Jim Brower
Title: President

STATE OF Minnesota)

COUNTY OF Hennepin)

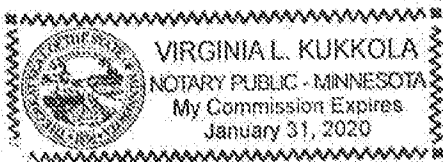
ss.:

On this 7th day of October, 2015, before me, the undersigned, a notary public in and for said state and county, personally appeared Neal Hofflin, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of School Ventilation Equipment, LLC as the CFO of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.



Notary Public

(Affix Seal Below)



IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

ASSIGNOR:

Schaefer Ventilation Equipment, LLC

By _____
Name: Neal Hoefflin
Title: CFO

ASSIGNEE:

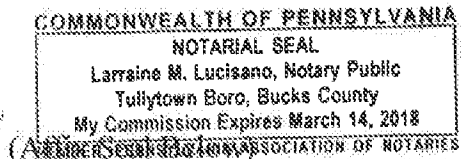
Schaefer Ventilation Equipment, Corp.

By _____
Name: Jim Brower
Title: President

STATE OF PA)
COUNTY OF Bucks)

SS.:

On this 8 day of October, 2015, before me, the undersigned, a notary public in and for said state and county, personally appeared Jim Brower, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Schaefer Ventilation as the President of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.



Lorraine M. Lucisano
Notary Public

SCHEDULE A

Registered Trademarks

Trademark	Serial No.	Filing Date	Registration No.	Registration Date
PRO-KOOL	78186189	18-Nov-02	2826577	23-Mar-04
VERSA-FOG & Design	76009893	24-Mar-00	2606512	13-Aug-02
VERSA MIST & Design	75662901	18-Mar-99	2413600	19-Dec-00
VERSA-KOOL	74573844	15-Sep-94	1929619	24-Oct-95
PLANT-AIR	74306363	19-Aug-92	1764368	13-Apr-93
CATTLE KOOLER	74263483	7-Apr-92	1741148	22-Dec-92
AMERIC	74188397	25-Jul-91	1779393	29-Jun-93
AMERIC & Design	74184609	11-Jul-91	1779392	29-Jun-93
BARN KOOLER	73683467	11-Sep-87	1498527	2-Aug-88
SCHAEFER	85624330	14-May-12	4658276	23-Dec-14
FLIPFAN	85160391	25-Oct-10	3999835	19-Jul-11
BIGDOG	77959349	15-Mar-10	3872711	9-Nov-10
WAYCOOL	75121523	5-Jun-96	2063286	20-May-97

Common Law Trademarks

VERSA-FILLER
ZUBRI

				<i>ImportBeater™</i>
				[intentionally left blank]