

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM377279

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
VENTURI TECHNOLOGIES, INC.		03/21/2016	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RT1 RESTORATION SERVICES LLC		
<b>Street Address:</b>	390 HOLBROOK DRIVE		
<b>City:</b>	WHEELING		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60090		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4680727	VENTURI	
<b>Registration Number:</b>	2718312	VENTURICLEAN	
<b>Registration Number:</b>	2240831	VENTURI TECHNOLOGIES, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	312.577.8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN MUCHIN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	387132-00200		
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO		
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/		
<b>DATE SIGNED:</b>	03/21/2016		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**") is made and entered into as of March 21, 2016 by and between Venturi Technologies, Inc., a Nevada corporation ("**Assignor**") and RT1 Restoration Services LLC, a Delaware limited liability company ("**Assignee**").

**WHEREAS**, Pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), Assignee is acquiring certain assets, including the Purchased Intellectual Property, from Assignors. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

**WHEREAS**, In connection with the execution of the Purchase Agreement and as a condition to the consummation of the transactions contemplated by the Purchase Agreement, Assignors desire to assign to Assignee all of Assignors' right, title and interest in, to or under the Purchased Intellectual Property, whether registered or unregistered, including without limitation the patents and trademarks listed on **Schedule A** attached hereto (collectively, the "**Intellectual Property Assets**"), and Assignee desires to obtain all of Assignors' right, title and interest in, to or under any and all Intellectual Property Assets on the terms and subject to the conditions set forth in the Purchase Agreement and as provided herein.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, assign, and transfer to Assignee all its worldwide right, title and interest, including all common law rights in, to and under all of the Intellectual Property Assets, together with any goodwill of the business symbolized by any marks or names thereof, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in the Intellectual Property Assets, and to file any and all subsequent applications based on the Intellectual Property Assets including any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, renewals and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made.

2. **Assignors Covenant**. Assignors hereby covenant that they have full right to convey the entire interest herein assigned.

3. **Authorization**. Assignors hereby authorize and request the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including Letters Patent or registrations, when granted, to the Assignee for the sole use and benefit of the Assignee and of its successors,

assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made.

4. **Acceptance of Assignment.** Assignee hereby accepts such assignment and transfer of the Intellectual Property Assets.

5. **Further Assurances.** Assignors shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee.

*signature pages follow*

IN WITNESS WHEREOF, Assignor has executed this assignment by its officers and representatives thereunto duly authorized.

**VENTURI TECHNOLOGIES, INC.**

By:   
Name: Mitch Martin  
Title: President

**TRADEMARK**

IN WITNESS WHEREOF, Assignee has executed this assignment by its officers and representatives thereunto duly authorized.

RT1 RESTORATION SERVICES LLC

By: 

Name: Erik W. Bloom

Title: Vice Chairman

## SCHEDULE A

### Trademarks

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
VENTURI	US	86148597	19-Dec-2013	4680727	3-Feb-2015
VENTURICLEAN	US	75626373	26-Jan-1999	2718312	27-May-2003
VENTURI TECHNOLOGIES, INC.	US	75088103	16-Apr-1996	2240831	20-Apr-1999

### Patents

Title	Jurisdiction	App. No.	App. Date	Patent No.	Issue Date
APPARATUS AND METHOD FOR CLEANING CARPETS AND FABRICS	US	08819153	17-Mar-1997	5815869	6-Oct-1998
ELECTRONIC WATER HEATER WITH A PAIR OF INTERCONNECTED HEATING CHAMBERS HAVING CONCENTRIC COPPER TUBE STRUCTURES	US	895686	17-July-1997	5892887	6-April-1999

[Signature page to IP Assignment]