

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ductmate Industries, Inc.		09/10/2014	Corporation: PENNSYLVANIA
RCx Building Diagnostics, Inc.		09/10/2014	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	AllFacilities, Inc.		
Street Address:	1501 Ardmore Boulevard		
Internal Address:	Suite 404		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15221		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3782494	RCX BUILDING DIAGNOSTICS	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0088118-000001		
NAME OF SUBMITTER:	Michael L. Dever		
SIGNATURE:	/Michael L. Dever/		
DATE SIGNED:	04/12/2016		
Total Attachments: 9			
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ASSET PURCHASE AGREEMENT

by and among

Ductmate Industries, Inc.
210 Fifth Street
Charleroi, PA 15022

owner of

RCx Building Diagnostics, Inc.
210 Fifth Street
Charleroi, PA 15022

and

AllFacilities, Inc.
1501 Ardmore Blvd., Ste 404
Pittsburgh, PA 15221

Dated – September 10, 2014

This Agreement is made by and between Ductmate Industries, Inc., a Pennsylvania corporation (hereinafter referred to as "Seller") that is the sole owner of RCx Building Diagnostics, Inc., a Pennsylvania corporation (hereinafter referred to as "Subsidiary") and AllFacilities, Inc., a Pennsylvania corporation (hereinafter referred to as "Buyer").

RECITALS

WHEREAS, Seller is engaged in the manufacturing business, and is sole owner and operator of Subsidiary; and

WHEREAS, Upon the terms and conditions hereinafter set forth, Buyer desires to purchase, and Seller desires to sell, substantially all of the assets of Subsidiary's business, exclusive of the real property and appurtenances thereto upon which Seller currently conducts business; and

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and intending to be legally bound, the parties hereby agree as follows:

AGREEMENT

1. Purchase of Assets: Seller shall sell to Buyer and Buyer shall purchase from Seller, on the terms and conditions set forth in this Agreement, all of the property of Subsidiary as determined by a complete inventory and accounting to be taken; all of the fixtures, equipment, and other tangible assets of Subsidiary as shown on the attached inventory set forth in Exhibit A; and the trade, business name, telephone number and listing, goodwill, and all other intangible assets of the Subsidiary ("Assets").

This purchase and sale is limited to the assets specifically set forth in this Agreement, and Buyer shall not assume any liabilities of Subsidiary or its individual shareholders, directors, officers, affiliates, creditors, parent or subsidiary companies, if any.

2. Buyer represents and warrants that it has inspected the Assets and accepts such assets in their current condition, with all faults. Seller hereby represents and warrants that it is the owner of the Assets, subject to the liabilities assumed hereunder. Seller expressly disclaims any warranties as to the condition or suitability of such Assets.

3. [REDACTED]

4. [REDACTED]

5. Closing/Risk of Loss. The closing of the transactions contemplated by this Agreement shall take place at the offices of Ductmate Industries, Inc, or at such other place as Buyer and Sellers shall agree, upon the "Closing Date". Seller shall, on the Closing Date, convey, transfer and assign to Buyer by , Bill of Sale, assignment or other appropriate instruments in form and substance satisfactory to Buyer and its counsel such Assets as are described in paragraph 1 hereof. Seller shall also, on and after the Closing Date and upon request of Buyer, execute such other documents as may be required in order to make effective the sale and transfer of Seller's Assets as therein provided to vest fully in Buyer the title thereto and to otherwise effectuate the purposes of this Agreement. Buyer shall take possession of the Assets as of Closing Date, and shall be entitled to employ the Assets in an energy efficiency business from the Closing Date. Risk of loss shall pass from Seller to Buyer on the Closing Date.

6. Covenants of Seller. Seller hereby covenants and agrees with Buyer that:

(c) Between the date of this Agreement and the Closing Date, except as otherwise permitted by the prior written consent of Buyer:

i. The business and operations of Seller will be conducted only in the ordinary course of business and all obligations under agreements binding upon Seller will be duly performed;

ii. Seller shall not mortgage, pledge or encumber any of the Assets; or

iii. Seller shall not make any commitments with respect to capital expenditures for the Subsidiary, nor will Seller dispose of any of the Assets.

(d) Between the date of this Agreement and the Closing Date, Seller will use its reasonable efforts to preserve the Assets and to maintain and preserve the goodwill of the customers and others having business relationships with Seller in connection with the Assets.

7. Seller's Representations and Warranties. Seller hereby represents and warrants that:

(e) Seller is the sole owner of and has the full right and authority to sell the Assets that are the subject to this Agreement, all of which, except as otherwise specifically provided for in this Agreement, are free and clear of any and all debts, claims, mortgages, liens, security agreements and other encumbrances equities or restrictions on transfer except or disclosed hereinafter in this Agreement.

(f) Seller is a corporation duly organized and validly existing under the laws of the Commonwealth of Pennsylvania. The execution and delivery of the this Agreement by officers executing and delivering the same have been duly authorized by Seller's Board of Directors, and do not and will not violate any provision of Seller's Articles of Incorporation, by laws or any contract or other agreement to which Seller is a party, or which is or purports to be binding upon Seller.

(g) With respect to the Assets, there is no litigation, arbitration or other legal proceeding pending, or to the knowledge of Seller, threatened against Seller, and Seller is not in default with respect to any order of any court or government authority that may have been issued against Seller.

(h) Except for leased equipment identified on Exhibit "B" attached hereto, and except for any lien or encumbrance securing the payment of an obligation specifically assumed by Buyer hereunder, Seller has good and marketable title to all the Assets free and clear of any mortgage pledge, lien, security interest, encumbrance or any other charge or restriction.

(i) To the best of its knowledge, Seller's operation of the Assets has not been in material violation of any existing or proposed environmental safety or health law, rule or regulation.

(j) Seller has disclosed to Buyer all material information to which Seller has notice or knowledge relating to Subsidiary and the Assets that could reasonably be expected to have a material adverse effect on Buyer's operation of the Assets.

8. Buyer's Representations and Warranties. Buyer hereby represents and warrants that:

(k) Buyer is a corporation duly organized and validly existing under the laws of the Commonwealth of Pennsylvania.

(l) The execution and delivery of this Agreement by the officers executing and delivering the same have been duly authorized by Buyer's shareholders and board of directors, and do not and will not violate any provisions of Buyer's Articles of Incorporation, by laws, or any contract or other agreement to which Buyer is a party or which is or purports to be binding upon Buyer.

9. Conditions. The obligation of Buyer to consummate the transaction contemplated by this Agreement is, at the option of Buyer, subject to the satisfaction, at or prior to the Closing Date, of the following condition, which, if not so satisfied, shall entitle Buyer at its option to terminate its obligations under this Agreement:

(m) All proceedings taken in connection with the transaction contemplated hereby and all instruments and documents incident thereto shall be satisfactory in form and substance to Buyer and its counsel.

(n) Buyer shall acknowledge at closing that, as of closing:

iv. The representations and warranties of Seller in Paragraph 7 hereof are true and correct.

v. This Agreement, the sale, conveyance, assignment and transfer of the Assets to Buyer pursuant to the terms hereof, have been duly authorized by all necessary corporate action on the part of Seller, and this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

vi. The Bills of Sale, assignments, and other instruments of transfer delivered to Buyer pursuant to this Agreement have been duly executed and delivered and convey to Buyer good and marketable title to the assets of Seller to be sold hereunder.

vii. Seller, after reasonable inquiry, know of no litigation, proceeding or investigation pending or threatened against Seller or Subsidiary which would materially adversely affect the Assets or operations or its right to consummate the transactions contemplated hereby, and to the best of its knowledge, none of the operations of Seller are in material violation of any existing federal, state or local environmental, safety or health law, regulation or rule.

10. Seller's execution of a Bill of Sale to the Assets to be identified in Exhibit "A" attached hereto shall be deemed to constitute an acknowledgment that the representations and warranties contained in this Paragraph are true, correct, valid and enforceable as of the Closing Date.

(o) The representations and warranties of Seller made in this Agreement or any document or certificate delivered to Buyer pursuant hereto shall be true and correct on and as of the Closing Date with the force and effect as though such representations and warranties had been made on and as of the Closing Date, to such effect, certified by Seller.

(p) Seller shall have fully performed and complied with all covenants, terms and agreements to be performed and complied with by Seller on or before the Closing Date.

(q) On the Closing Date no action or proceeding against Seller before any court or governmental body shall be pending or threatened wherein an unfavorable judgment, decree or order would prevent the carrying out of this Agreement or any of the transactions or events contemplated by this Agreement or cause such transactions to be rescinded, require Seller to divest itself of any of its assets or properties of which, in the opinion of counsel for the Buyer, would make the transactions contemplated hereby imprudent.

(r) Buyer shall have received such other certificates, documents, assignments, instruments as counsel for Buyer shall reasonably request in order to consummate the transactions contemplated by this Agreement.

11. Miscellaneous.

(s) Except as otherwise provided for herein, each of the parties hereto shall pay its own expenses in connection with the transactions contemplated by this Agreement.

(t) The parties hereto agree to execute and deliver all such further instruments and take such other further action as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and the intention the parties as expressed herein.

(u) All representations, warranties, covenants and agreements made by Seller and Buyer in this Agreement or pursuant to this Agreement shall survive the Closing Date for a period of 12 months. Notwithstanding any investigation conducted before or after the Closing Date, a party shall be entitled to rely upon the representations and warranties of the other party as set forth in this Agreement.

(v) This instrument contains the entire Agreement between the parties hereto with respect to the transactions contemplated herein. The parties hereto expressly agree that this Instrument supersedes and rescinds any prior written agreement between them pertaining to the sale of the Assets. This Agreement may not be amended, modified or discharged orally or otherwise than in writing, executed by all the parties hereto or the respective successors or assigns.

(w) This Agreement and the transactions and other instruments provided for herein shall be governed as to their validity, interpretation and effect by the laws of the Commonwealth of Pennsylvania, and may only be judicially enforced in any court of competent jurisdiction sitting in Washington County, Pennsylvania. This Agreement will be binding upon the respective successors and assigns of the parties hereto.

(x) Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all claims, lawsuits, damages or causes of action in any manner relating to or arising out of failure by Seller to notify creditors of the transaction contemplated herein, to the extent applicable. Upon notice of a third party claim, or the potential for a third party claim covered by the terms of this indemnification provision, Buyer shall provide Seller with written notice of such claim.

(y) Nothing herein shall be construed as an agreement by Buyer to assume any contract to which Seller is a party or to hire any person currently employed by Seller in conjunction with the operation of the Assets.

(z) All covenants shall be binding upon and shall extend to the heirs, personal representatives, successors and assigns of the parties.

(aa) In no event will either party be liable to the other for: its affiliates, officers, or directors be liable for consequential, incidental, indirect, punitive or special damages, or loss of profits, data, business or goodwill, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purchase, or otherwise, and even if advised of the likelihood of such damages.

(bb) Buyer hereby agrees to indemnify Seller, and shall hold Seller harmless from and against any and all claims, lawsuits, losses, damages or causes of action sustained by or imposed by Seller based upon, arising out of:

- The breach of any of the representations or warranties of the Buyer contained in this Agreement;
- The breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buy to this Agreement; or
- Any assumed liability.

(cc) In the event any term, condition, covenant or agreement herein shall be deemed or declared to be invalid or unenforceable by any court of competent jurisdiction, such invalid or unenforceable term, etc., shall be severed from the remaining valid terms of this Agreement and shall not affect the validity or enforceability of such valid terms.

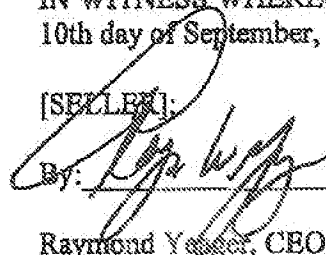
Time is of the essence in this Agreement.

This Agreement shall include those portions of this instrument denoted Recitals as well as those denoted Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have caused this agreement to be duly executed on this the 10th day of September, 2014

[SELLER]:

By: 

Raymond Yager, CEO
Ductmate Industries, Inc.

BUYER

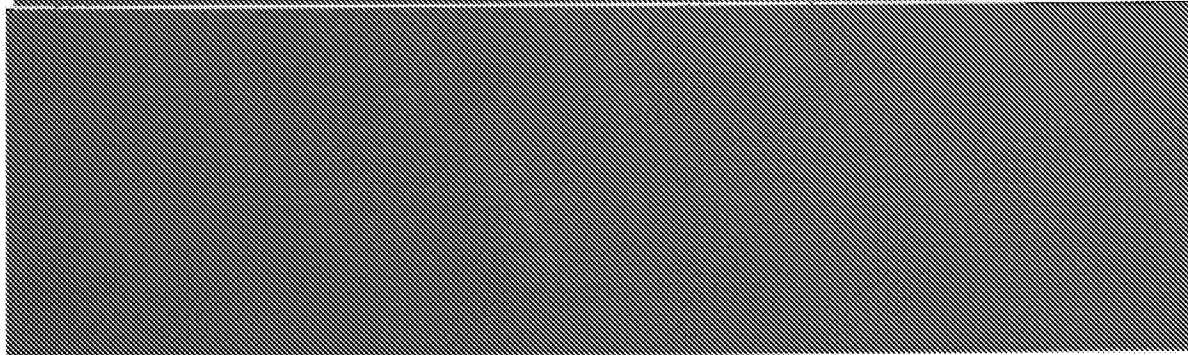
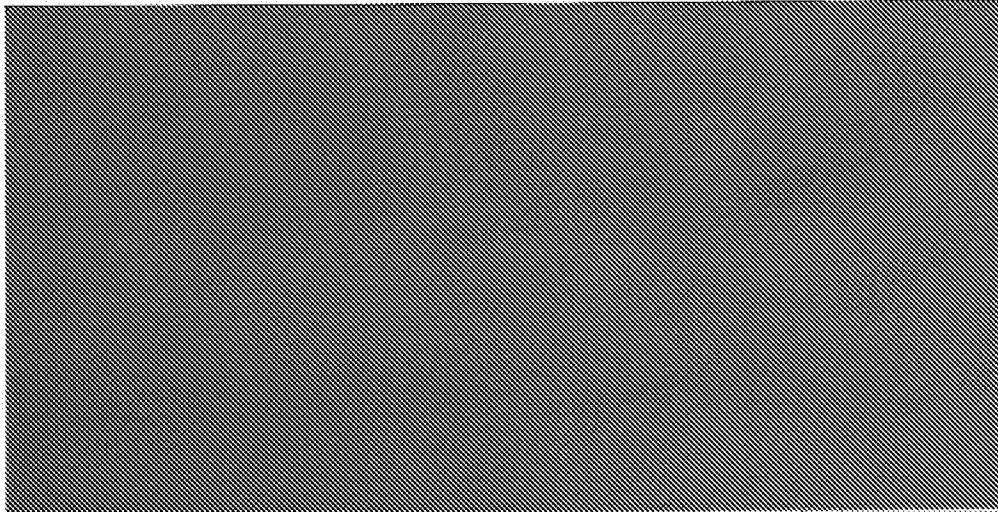
By: 

Anita Bratina, CEO
AllFacilities, Inc.

EXHIBIT A TO ASSET PURCHASE AGREEMENT

(assets purchased)

1. Physical Equipment



2. Other Assets

a)



b)

c) the domains rcxbd.com and rcxbuildingdiagnostics.com (including registration, forwarding, and all associated rights)

d) the contents of all email accounts associated with the rcxbd.com domain

e) all marketing collateral and associated intellectual property originating from or pertaining to RCx Building Diagnostics, Inc.

f) the RCx Building Diagnostics, Inc. logo (including electronic printer files)

g) the website currently available for the www.rcxbd.com domain, including all content, copy and graphics

h)

