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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM415077

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BBJ Acquisition, LLC		07/20/2016	Limited Liability Company: FLORIDA

## **RECEIVING PARTY DATA**

Name:	Crossford International, LLC	
Street Address:	420 West Avenue	
City:	Stamford	
State/Country:	CONNECTICUT	
Postal Code:	06902	
Entity Type:	Limited Liability Company: CONNECTICUT	

## **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4514822	MINI-SPLIT FIRST AID KIT
Registration Number:	4549576	FRESHDUCT ODOR ELIMINATOR
Registration Number:	4553691	POWER COIL CLEAN
Registration Number:	4790727	ENVIRO-GARD

#### CORRESPONDENCE DATA

**Fax Number:** 2036227415

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.

Phone: 203.542.8418
Email: tss@gtlslaw.com
Correspondent Name: Todd S. Sharinn
Address Line 1: 31 Brookside Drive

Address Line 4: Greenwich, CONNECTICUT 06830

NAME OF SUBMITTER:	Todd S. Sharinn
SIGNATURE:	/Todd S. Sharinn/
DATE SIGNED:	02/06/2017

# **Total Attachments: 3**

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# ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AGREEMENT

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AGREEMENT made as of the \_\_\_\_ day of July, 2016, between BBJ ACQUISITION, LLC, a Florida limited liability company with its principal place of business at 420 West Avenue, Stamford, Connecticut 06902 ("Conveying Party"), and CROSSFORD INTERNATIONAL, LLC, a Connecticut limited liability company, with an address at 420 West Avenue, Stamford, Connecticut 06902 ("Receiving Party").

# RECITAL

WHEREAS, Conveying Party desires to transfer and assign to Receiving Party, and Receiving Party desires to accept the transfer and assignment of, all of Conveying Party's worldwide right, title and interest in, to and under Conveying Party's registered trademarks and associated goodwill as specifically listed on <u>Schedule A</u> hereto (the "Trademarks"); and

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Conveying Party does hereby transfer and assign to Receiving Party, and Receiving Party hereby accepts the transfer and assignment of:

- 1. all of Conveying Party's right, title and interest in, to and under the Trademarks in the United States and abroad, together with the goodwill symbolized thereby;
- 2. all rights to sue for infringement of the Trademarks arising prior to the date of this Agreement;
- 3. all international rights in, to and under the Trademarks to the extent such rights exist through actual or intended use in a foreign jurisdiction or through registration thereof or pending applications therefor, as well as the right to file applications internationally seeking foreign registrations thereof; and
- 4. any and all renewals and extension thereof that may hereafter be secured subject only to the laws now or hereafter in effect in the United States, Canada and throughout the World.

All of the above to be held and enjoyed by Receiving Party, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Conveying Party had this Assignment and Assumption of Trademarks not been made.

Receiving Party hereby agrees to perform all of the terms and conditions to be performed on the part of Conveying Party, and assumes all of the liabilities and obligations of Conveying Party under this Agreement.

This Assignment and Assumption of Trademarks Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. This Agreement contains the

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entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail to the address listed above.

**IN WITNESS WHEREOF**, the parties have executed this Assignment and Assumption of Trademarks Agreement as of the date above written.

Receiving Party:	Conveying Party:
Crossford International, LLC	BBJ Acquisition, LLC
By: June 120 116	By: 7/20/16

# $\underline{Schedule\ A}$

Trademark Name	Serial No./Reg. No.	Filing/Reg. Date	Status
MINI-SPLIT FIRST	4514822	04/15/2014	Registered
AID KIT			
FRESH DUCT	4549576	06/17/2014	Registered
ODOR			
ELIMINATOR			
POWER COIL	4553691	06/24/2014	Registered
CLEAN			
ENVIRO-GARD	4790727	07/01/2014	Registered

**RECORDED: 02/06/2017** 

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