

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Energy Conservatory, Inc.		08/31/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	TEC Acquisition, Inc.		
Street Address:	2801 21st Ave South		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55407		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4839188	TEC	
Registration Number:	4383100		
Registration Number:	4122684	FLOWBLASTER	
Registration Number:	2650280	TRUEFLOW	
Registration Number:	1811481	DUCT BLASTER	
CORRESPONDENCE DATA			
Fax Number:	6512226169		
<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:	651-298-1171		
Email:	egginklaw@aol.com		
Correspondent Name:	Anthony G. Eggink		
Address Line 1:	332 Minnesota Street		
Address Line 2:	3100 First National Bank Building		
Address Line 4:	St. Paul, MINNESOTA 55101		
NAME OF SUBMITTER:	Anthony G. Eggink		
SIGNATURE:	/Anthony G. Eggink/		
DATE SIGNED:	09/21/2017		

OP \$140.00 4839188

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made as of this 31st day of August, 2017 (the "Effective Date") by and between The Energy Conservatory, Inc., a Minnesota corporation having its principal place of business at 2801 21st Ave., Suite 160, South Minneapolis, MN 55407 ("ASSIGNOR") and TEC Acquisition, Inc., a Minnesota corporation having its principal place of business at 2801 21st Ave., Suite 160, South Minneapolis, MN 55407 ("ASSIGNEE")

WHEREAS, ASSIGNOR and ASSIGNEE are parties to that certain Asset Purchase Agreement entered into as of the Effective Date (the "Purchase Agreement"), pursuant to which the ASSIGNORS agreed to sell, and ASSIGNEE agreed to acquire, certain trademarks, service marks, trademark registrations, service mark registrations, trademark applications, trade dress, trade names and service mark applications used in the operation of the business, together with all related goodwill, remedies against infringement and rights to protect interests therein, in accordance with the terms of the Purchase Agreement;

WHEREAS, ASSIGNOR owns rights in the trademarks, including those federal registrations and common law trademarks set forth on Exhibit A (collectively, the "Trademarks") and the goodwill associated with the Trademarks; and

WHEREAS, ASSIGNOR wishes to assign to ASSIGNEE any and all of its right, title, and interest in and to the Trademarks and the goodwill associated with the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR and the ASSIGNEE intending to be legally bound, agree as follows:

ASSIGNOR hereby sells, assigns, grants, conveys, and transfers to ASSIGNEE any and all of ASSIGNOR's right, title, and interest in and to the trademarks associated with the business, including the Trademarks set forth on Exhibit A along with the goodwill associated with those trademarks, all common law rights in and to any trademarks associated with the business along with the goodwill associated with any of the common law trademarks, and the trademark registrations set forth on Exhibit A along with the goodwill associated with any of the trademarks, and the right to sue and recover for past infringement, as fully and completely as permitted by law, it being the intention of the parties that ASSIGNEE shall acquire all rights in the trademarks associated with the business.

Upon the ASSIGNEE'S request, the ASSIGNOR will promptly take such other actions as may be reasonably necessary to vest, secure, perfect, protect or enforce the Trademarks and interests of the ASSIGNEE in, to and under the Trademarks at the sole expense of ASSIGNEE and without additional compensation. Such actions shall include, without limitation, the prompt execution and delivery of documents in recordable form (including the prompt execution and delivery of additional confirmatory assignments, including those required for any other patent office in other applicable jurisdictions) and the provision of documents and information useful or necessary for the ASSIGNEE or its affiliates, designees or agents to file, prosecute or maintain the Trademarks, or pursue or defend any administrative, court, or other legal proceeding involving the Trademarks.

ASSIGNOR hereby acknowledges and agrees that they will not challenge (nor assist any third party in challenging) the validity or enforceability of, or the ASSIGNEE'S ownership in the Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date first above written.

ASSIGNOR

THE ENERGY CONSERVATORY, INC.

By: Gary D. Nelson
Name: Gary D. Nelson
Title: President

ASSIGNEE

TEC ACQUISITION, INC.

By: Steven B. Rogge
Name: Steven B. Rogge
Title: President


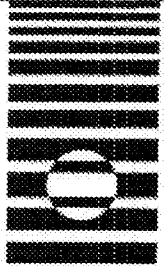
TRADEMARK

REEL: 006158 FRAME: 0986

EXHIBIT A

Trademarks

Federal trademark registrations

Mark	Registrant	App. No.	Filing Date	Status
		Reg. No.	Reg. Date	
	The Energy Conservatory	86/094,313	10/17/2013	Registered
		4,839,188	10/27/2015	
	The Energy Conservatory	85/774,810	11/08/2012	Registered
		4,383,100	08/13/2013	
FLOWBLASTER	The Energy Conservatory	85/197,541 4,122,684	12/14/2010 04/03/2012	Registered
TRUEFLOW	Energy Conservatory, The	76/124,358 2,650,280	09/11/2000 11/12/2002	Registered
DUCT BLASTER	Energy Conservatory, Inc., The	74/310,233 1,811,481	08/31/1992 12/14/1993	Registered

Common law trademarks

- THE ENERGY CONSERVATORY
- MINNEAPOLIS BLOWER DOOR
- DUCTMASK