

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIFAB, Inc.		09/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MI-Fab Manufacturing, LLC		
Street Address:	1321 W. 119th Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60643		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1981975	MIFAB	
Registration Number:	4609304	MIFAB	
Registration Number:	3670124	BEECO	
Registration Number:	3667335	BEECO	
Registration Number:	4601605	COUNTERLINE	
CORRESPONDENCE DATA			
Fax Number:	7168526100		
<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:	716-847-7066		
Email:	dprincipe@phillipslytle.com		
Correspondent Name:	David L. Principe		
Address Line 1:	125 Main Street		
Address Line 2:	One Canalside		
Address Line 4:	Buffalo, NEW YORK 14203		
NAME OF SUBMITTER:	David L. Principe		
SIGNATURE:	/DAVID PRINCIPE/		
DATE SIGNED:	01/17/2018		
Total Attachments: 5			

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EXHIBIT B

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of the 15^r day of September, 2017, by and between MIFAB, Inc. ("Assignor"), a Delaware corporation with its principal office at 1321 West 119th Street, Chicago, IL 60643, and MI-FAB Manufacturing, LLC ("Assignee"), an Illinois limited liability company with its principal office at 1321 West 119th Street, Chicago, IL 60643.

WHEREAS, Assignor owns the entire right, title, and interest in the marks, trademark registrations and applications set forth on Schedule A attached hereto (the "Marks"), together with the goodwill of the business, goods and services connected with and symbolized by the Marks;

WHEREAS, Assignor desires to assign its right, interest and title in the Marks to Assignee and Assignee desires to acquire the entire right, title and interest in and to the Marks; and

NOW THEREFORE, in exchange for good and valuable consideration the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below:

1. Assignment of Marks.

1.1 Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title, interest, whether grounded in common law, state law or federal law, or otherwise, in and to the Marks in the United States and all jurisdictions outside the United States, together with all goodwill of the business, goods and/or services connected with and symbolized by the Marks and in and to all income, royalties, or damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Marks, (including, without limitation, the right to renew any existing registrations of the Marks, the right to apply for registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the Marks), the same to be held and enjoyed by Assignee as fully and entirely as said interest would have been enjoyed by Assignee had it been the original owner of the Marks.

1.2 Assignor authorizes the Assistant Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, and any counterpart of jurisdictions outside the United States, to record the assignment and transfer of the registrations and/or applications for registration, as applicable, for the Marks to Assignee as assignee of Assignor's entire right, title and interest therein.

1.3 The rights transferred by this Assignment include the right to bring all legal actions related to the Marks and registration, including actions for any infringement, no matter whether the infringement occurred before or after this Assignment, and the right to recover damages for such infringement.

2. Documentation. Assignor agrees to cooperate with Assignee in executing any and all papers and documents requested by Assignee, now or in the future, which may be requested by Assignee that confer or aid in conferring ownership in the Marks to Assignee, and take any other actions as Assignee may deem necessary to secure for Assignee or its designee the rights herein assigned, all at Assignee's expense. As owner of the Marks, Assignee shall have the right to register the Marks in its name or any other name in all countries and to dispose of said rights in all countries and in all languages.

3. Effective Date and Term. This Agreement is duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously therewith.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to principles of conflict of law.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

Assignor:

MIFAB, Inc.

By: _____

Michael Whiteside

Name: MICHAEL WHITESIDE

Title: PRESIDENT

Assignee:

MI-FAB Manufacturing, LLC

By: _____

Michael Whiteside


Name: MICHAEL WHITESIDE


Title: MEMBER

TRADEMARK

REEL: 006250 FRAME: 0949

SCHEDULE A

Mark	Goods	Country	Reg. No.	Reg. Date
MIFAB	metal access doors for installation in walls and ceilings; metal access hatches for installation in roofs and floors; metal flush valve panels; metal interceptors in the nature of metal boxes which contain baffles or screens used to separate water from grease, oil, sediment, sand, lint or plaster; metal trench frames and grates and metal garage pit drains.	US	1,981,975	06-25-1996
MIFAB	plumbing fittings and fixtures, namely, couplers, drains, bibs, cocks, hydrants, cleanouts, sinks, trench drains, water hammer arrestors, fixture carriers for keeping plumbing fixtures off of a floor surface, and trap seal primers for providing a constant supply of water to prevent sewage or gases from entering a floor drain	US	4,609,304	09-23-2014
	Building, plumbing and drainage materials and components; ducting, piping; boxes; shutters; doors; access panels; door and window cases; interceptor drains, sinks, tanks, traps and chambers; separator tanks, traps and chambers; trap seal primers; valves; all the aforesaid goods being of metal. Printed publications relating to building, plumbing and drainage materials and components, design and installation of building plumbing and drainage components, effluent and waste capture and disposal. Professional consultancy services relating to installation and repair of building components, effluent and waste capture and disposal equipment.	EU	000727313	09-09-1999

MIFAB	Access doors for installation in walls and ceilings; access hatches for installation in roofs and floors; flush valve panels; wall cabinets for providing access to pipes and valves; grease interceptors, oil interceptors, sediment interceptors and sand interceptors, all for use in drain lines; on-floor grease traps; trench drains and grating; garage pit drains; fire-hose and fire extinguisher cabinets. Plumbing fittings and fixtures	CA	TMA392774	01-10-1992
HAMMERGARD	Plumbing fittings	CA	TMA589014	09-05-2013
ROOFLINE	Roofing products, namely, roof drains and roof hatches.	CA	TMA601818	02-10-2004
BEECO	Backflow preventers	US	3,670,124	08-18-2009
	Backflow prevention valves for large potable water supply lines	US	3,667,335	08-11-2009
COUNTERLINE	Plumbing fittings, namely drains	US	4,601,605	09-09-2014
HAMMERGARD	Plumbing fittings, namely shock arrestors	US		
HYDRAFIT	Water system products, namely wall, ground and yard hydrants for residential and commercial use	US		
PROFORMER	Plumbing and drainage products, namely, polypropylene (plastic) trench drains used to capture ground water drainage	US		
CHAMPION COUPLINGS	Metal pipe couplings and joints; non-metal pipe couplings and joints			
LIL MAX	Grease interceptors			

BIG MAX	Grease interceptors			
HYDROMAX	Siphonic roof drain			
LIFELINE	Dialysis service boxes			
ROOFGUARD	Drain covers			
SLIMTRENCH	Trench drain system			
MI-GARD	Floor drain trap seal			
MI-HUB	No hub couplings			

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