

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ComfortPro Systems, LLC		12/14/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CPS ACQUISITION COMPANY LLC		
Street Address:	14940 Thunderbird Road		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64147		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	75576142	AQUASEAL	
Registration Number:	3539185	QUIETAIR	
Registration Number:	3554528	COMFORTPRO	
Registration Number:	4903893	COMFORTPRO	
Registration Number:	4949089	COMFORTPRO SYSTEMS	
Registration Number:	4917420	AQUAHEAT	
Registration Number:	4903894	COMFORTPRO	
Registration Number:	4949090	COMFORTPRO SYSTEMS	
Registration Number:	5305134	TERRE-PEX	
CORRESPONDENCE DATA			
Fax Number:	8169600041		
<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:	816-960-0090		
Email:	trademarks.chase@kutakrock.com		
Correspondent Name:	Marcellus A. Chase		
Address Line 1:	Kutak Rock LLP		
Address Line 2:	2300 Main Street, Suite 800		
Address Line 4:	Kansas City, MISSOURI 64108		
NAME OF SUBMITTER:	Marcellus A. Chase		

OP \$240.00 75576142

SIGNATURE:	/Marcellus A. Chase/
DATE SIGNED:	01/19/2018
Total Attachments: 8 source=TM_Assignment_Final#page1.tif source=TM_Assignment_Final#page2.tif source=TM_Assignment_Final#page3.tif source=TM_Assignment_Final#page4.tif source=TM_Assignment_Final#page5.tif source=TM_Assignment_Final#page6.tif source=TM_Assignment_Final#page7.tif source=TM_Assignment_Final#page8.tif	

ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLES (this "Assignment") dated effective as of December 14, 2017 ("Effective Date"), by and between ComfortPro Systems, LLC, an Illinois limited liability company ("Assignor"), and CPS Acquisition Company LLC, a Delaware limited liability company ("Assignee").

Assignor and Assignee have entered into that certain Asset Purchase Agreement dated December 14, 2017 ("Agreement") pursuant to which Assignee agrees to purchase the Purchased Assets and Inventory from Assignor and Assignor agrees to sell, transfer, assign and deliver the Purchased Assets and Inventory, free and clear of all Encumbrances, to Assignee, on the terms and conditions set forth in the Agreement. Capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Agreement.

Assignor has entered into certain service contracts which affect the Purchased Assets and Inventory, which service contracts are described on Schedule I, attached hereto and made a part hereof (the "Contracts").

Pursuant to the Agreement, Assignor desires to assign its interest in Seller's Intellectual Property, free and clear of all Encumbrances, which Intellectual Property is described on Schedule II to the extent such interests are transferable and Assignee desires to accept the assignment thereof, on the terms and conditions set forth below.

Pursuant to the Agreement, Assignor desires to assign its interest in the Contracts, and Intellectual Property to Assignee, to the extent such interests are transferable, and Assignee desires to accept the assignment thereof, on the terms and conditions set forth below.

ACCORDINGLY, the parties hereto agree as follows:

As of the Effective Date, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Contracts and Intellectual Property now owned by Assignor, to the extent such interests are transferable.

As of the Effective Date and subject to the terms of the Agreement, Assignee hereby assumes all of Assignor's obligations under the Contracts and Intellectual Property arising from and after the Effective Date.

This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed and delivered in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement, and with signatures transmitted by facsimile or .pdf binding as if originally executed.

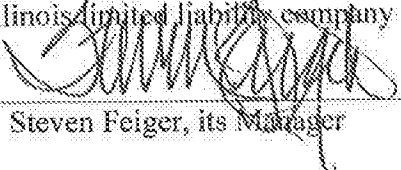
The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall govern.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement effective as of the day and year first written above.

ASSIGNOR:

COMFORTPRO SYSTEMS, LLC,
an Illinois limited liability company

By: 
Steven Feiger, its Manager

ASSIGNEE:

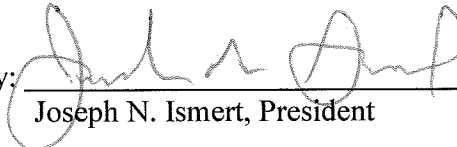
CPS ACQUISITION COMPANY LLC,
a Delaware limited liability company

By: _____
Joseph N. Ismert, its President

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement effective as of the day and year first written above.

PURCHASER:

CPS ACQUISITION COMPANY LLC,
a Delaware limited liability company

By: 

Joseph N. Ismert, President

[Signature page to Assignment and Assumption of Contracts and Intangibles]

SCHEDULE I

CONTRACTS

1. Avenir Software: Licensing agreement to use LoopCad radiant design software.
2. Rep Agreements with Saufferer and Associates.
3. Rep Agreement with WMS Sales.
4. Rep Agreement with Keystone Sales.
5. Rep Agreement with G3 Energy.

SCHEDULE I

INTELLECTUAL PROPERTY

1. Seller's website, www.comfortprosystems.com
2. Seller's name, ComfortPro
3. Seller's customer lists and customer files
4. Any telephone numbers used exclusively for Seller
5. See attached for additional Intellectual Property

Assignor assigns the Trademarks set forth below, including all goodwill associated therewith.

Trademark	Country	Status	Owner	App No.	Filing Date	Pub Date	Reg No.	Reg Date	Next Renewal	Classes	Goods
AQUASEAL	United States of America	Registered	COMFORTPRO SYSTEMS, LLC	75576142	10/22/98	11/02/99	2419788	01/09/01	01/09/21	11	PLUMBING AND HEATING EQUIPMENT AND SUPPLIES, NAMELY, MANIFOLD AND FITTINGS USED FOR THE DISTRIBUTION OF PORTABLE HOT AND COLD WATER TO PLUMBING SYSTEMS, NAMELY, WATER CLOSETS, SINKS, SHOWERS, BATHTUBS, LAVATORIES, HOSE BIBS, WATER HEATERS, BOILERS, AND WATER SOFTENERS
QUETRAIR	United States of America	Registered	COMFORTPRO SYSTEMS, LLC	76670442	12/18/06	09/16/08	3539185	12/02/08	12/02/18	11	PRESSURIZED DUCT HEATING AND COOLING SYSTEM SOLD AS A UNIT, COMPOSED PRIMARILY OF RETURN AIR KIT, AIR HANDLER UNIT, SUPPLY PLENUMS, AIR DISTRIBUTION BOXES AND FLEXIBLE OUTLET PIPE FOR RESIDENTIAL USE
COMFORTPRO	United States of America	Registered	COMFORTPRO SYSTEMS, LLC	76654398	02/01/06	03/27/07	3554528	12/30/08	12/30/18	11	HEATING, COOLING, AND PLUMBING SYSTEMS SOLD AS A UNIT, COMPOSED PRIMARILY OF UNDERGROUND DISTRIBUTION PIPING, PEK PIPE, MANIFOLDS, BRASS FITTINGS, PLASTIC FITTINGS, PINCH LOCK CLAMPS, HEAT TRANSFER PLATES, PUMP MIXING BLOCKS, HEADERS, SYSTEM OPERATING CONTROLS, NAMELY, THERMOSTATS, ACTUATORS, RELAYS AND CONTROLLERS, AND FLEXIBLE DUCTING, AIR HANDLERS, COILS, AND AIR DISTRIBUTION BOXES FOR COMMERCIAL AND RESIDENTIAL CUSTOMERS
COMFORTPRO	United States of America	Registered	COMFORTPRO SYSTEMS, LLC	86505460	01/16/15	12/08/15	4903893	02/23/16	02/23/26	11	House mark for a full line of plumbing, heating and air conditioning equipment, parts, supplies and systems, namely, pressurized duct heating and cooling system sold as a unit, composed primarily of return air kit, air handler unit, supply plenums, air distribution boxes and flexible outlet pipe for residential use; manifold, fittings and piping used for the distribution of potable hot and cold water to plumbing systems, namely, water closets, sinks, showers, bathtubs, lavatories, hose bibs, water heaters, boilers, and water softeners; Pek pipe; Pipes and piping; Fittings; Heat plates; Transfer
COMFORTPRO SYSTEMS	United States of America	Registered	COMFORTPRO SYSTEMS, LLC	86505462	01/16/15	02/16/16	4949089	05/03/16	05/03/26	11	House mark for a full line of plumbing, heating and air conditioning equipment, parts, supplies and systems, namely, pressurized duct heating and cooling system sold as a unit, composed primarily of return air kit, air handler unit, supply plenums, air distribution boxes and flexible outlet pipe for residential use; Manifold, fittings and piping used for the distribution of potable hot and cold water to plumbing systems, namely, water closets, sinks, showers, bathtubs, lavatories, hose bibs, water heaters, boilers, and water softeners; Pek pipe; Pipes and piping; Fittings; Heat plates; Transfer

AQUAHEAT	United States of America	Registered	COMFORTPRO SYSTEMS, LLC	86505467	01/16/15	12/29/15	4917420	03/15/16	03/15/26	11	plumbing and heating equipment in the nature of radiant heat systems for heating and snow melting, comprised primarily of pex pipe, pipes and piping; fittings; heat plates; transfer plates; adapters; fasteners; injection controls; valves; controllers; sensors; manifolds; brackets; couplings; boiler module headers; thermostats; timers; actuators; transformers; clamps
COMFORTPRO & Design	United States of America	Registered	COMFORTPRO SYSTEMS, LLC	86505465	01/16/15	12/08/15	4903894	02/23/16	02/23/26	11	House mark for a full line of plumbing, heating and air conditioning equipment, parts, supplies and systems, namely, pressurized duct heating and cooling system sold as a unit, composed primarily of return air kit, air handler unit, supply plenums, air distribution boxes and flexible outlet pipe for residential use; Manifold, fittings and piping used for the distribution of potable hot and cold water to plumbing systems, namely, water closets, sinks, showers, bathtubs, lavatories, hose bibs, water heaters, boilers, and water softeners; Pex pipe; Pipes and piping; Fittings; Heat plates; Transfer
COMFORTPRO SYSTEMS & Design	United States of America	Registered	COMFORTPRO SYSTEMS, LLC	86505466	01/16/15	02/16/16	4949090	05/03/16	05/03/26	11	House mark for a full line of plumbing, heating and air conditioning equipment, parts, supplies and systems, namely, pressurized duct heating and cooling system sold as a unit, composed primarily of return air kit, air handler unit, supply plenums, air distribution boxes and flexible outlet pipe for residential use; Manifold, fittings and piping used for the distribution of potable hot and cold water to plumbing systems, namely, water closets, sinks, showers, bathtubs, lavatories, hose bibs, water heaters, boilers, and water softeners; Pex pipe; Pipes and piping; Fittings; Heat plates; Transfer
TERRE-PEX	United States of America	Registered	COMFORTPRO SYSTEMS, LLC	87259438	12/06/16	07/25/17	5305134	10/10/17	10/10/27	17; 19	CLASS 17: Polyethylene plastic pipes and parts and accessories for plastic pipes in the nature of plastic pipe connectors, dust caps consisting of rings of rubber for use as pipe seals, heat shrink caps consisting of rings of rubber for use as pipe seals, rubber heat shrink sleeves and rubber insulation sleeves all for use in the delivery of hot and cold water CLASS 19: Prefabricated non-metal buildings in the nature of chambers used to feed piping and conduct inspections of piping

TRADEMARK

REEL: 006253 FRAME: 0939

RECORDED: 01/19/2018