

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530049

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Expert Insulation, Inc.		06/24/2019	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Expert Insulation of Minnesota, LLC		
<b>Street Address:</b>	495 South High Street		
<b>Internal Address:</b>	Suite 50		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43215		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2662937	EXPERT INSULATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2162410816		
<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>			
<b>Phone:</b>	216-622-8200		
<b>Email:</b>	ipdocket@calfee.com		
<b>Correspondent Name:</b>	Calfee, Halter & Griswold LLP		
<b>Address Line 1:</b>	1405 East Sixth Street		
<b>Address Line 2:</b>	The Calfee Building		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1607		
<b>NAME OF SUBMITTER:</b>	Carol A. Costanza		
<b>SIGNATURE:</b>	/Carol A. Costanza/		
<b>DATE SIGNED:</b>	07/01/2019		
<b>Total Attachments: 5</b>			
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source=Trademark_Assignment_Expert_Insulation_v_1_4843-8822-3387_#page2.tif			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the “Trademark Assignment”) is made and delivered effective as of June 24, 2019 (the “Effective Date”), by and between Expert Insulation, Inc., a Minnesota corporation having an address of 6894 10<sup>th</sup> Avenue SW, Rochester, Minnesota 55902 (“Assignor”), and Expert Insulation of Minnesota, LLC, a Delaware limited liability company having an address of 495 South High Street, Suite 50, Columbus, Ohio 43215 (“Assignee”).

WHEREAS, Assignor, Assignee, and others are parties to the Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), providing for the execution and delivery of this Trademark Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignor the Purchased Assets, including, among other assets, certain Intellectual Property Rights, and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (the “Assigned Trademark”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademark set forth on Schedule I attached hereto, and all applications, registrations, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the Closing Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Assurances. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the Effective Date, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as any of such Persons may request to effect, evidence or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademark. The representations, warranties, covenants, agreements and indemnities contained in the Purchase 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 the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile, e-mail or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

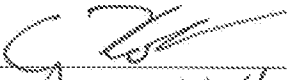
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Delaware, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

EXPERT INSULATION, INC.

By:   
Name: Aaron Kelly  
Title: Pres

ASSIGNEE:

EXPERT INSULATION OF MINNESOTA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

EXPERT INSULATION, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

EXPERT INSULATION OF MINNESOTA, LLC

By:  \_\_\_\_\_


Name: Michael T. Miller \_\_\_\_\_

Title: Chief Financial Officer \_\_\_\_\_

[Signature Page to Trademark Assignment Agreement]

## SCHEDULE I - TRADEMARKS

### Registered Trademarks:

Trademark	Country	App. No. Reg. No.	Filing Date Reg. Date	Owner	Status
 EXPERT INSULATION & DESIGN	U.S.	76/370,745 2,662,937	02/13/2002 12/17/2002	Expert Insulation, Inc.	Registered (Next renewal: 12/17/2022)