

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM581364

<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>
REGISMARK, S. DE R.L. DE C.V.		10/31/2018	Corporation: MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EvolveAir LLC		
<b>Street Address:</b>	2971 Hawthorne Dr. Suite 202		
<b>City:</b>	Conroe		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77303		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5506372	E EVOLVEAIR	
<b>Registration Number:</b>	5390938	E EVOLVEAIR	
<b>Registration Number:</b>	5440901	E EVOLVEAIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2813726114		
<b>Email:</b>	john@rdoip.com		
<b>Correspondent Name:</b>	John DeBoer		
<b>Address Line 1:</b>	1334 Brittmoore Rd. Suite 2401		
<b>Address Line 4:</b>	Houston, TEXAS 77043		
<b>NAME OF SUBMITTER:</b>	John M. DeBoer		
<b>SIGNATURE:</b>	/John M. DeBoer/		
<b>DATE SIGNED:</b>	06/15/2020		
<b>Total Attachments: 4</b>			
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OP \$90.00 5506372



## ASSIGNMENT AND TRANSFER OF OWNERSHIP

**THIS AGREEMENT** ("Agreement") is made effective this October 31, 2018 by and between EvolveAir LLC, a Texas limited liability company, whose address is 2971 Hawthorne Dr #202, Conroe, TX 77303 (the "Assignee"), and Regismark, S. DE R.L. DE C.V., a Mexican Corporation ("Regismark"), having an associated address of Circunvalacion Pte. 1539, Zapopan, Jalisco, Mexico 44110 (the "Assignor"). Assignee and Assignor may be referred to herein individually as the "Party" or collectively as the "Parties" where appropriate.

**WHEREAS**, Assignor has certain rights in and to the intellectual property assets identified in Schedule A hereto (the "**Assets**");

**WHEREAS**, Assignor is the sole and exclusive owner of Assets. Assignor warrants it owns all rights, title and interests in the Assets; Assignor further asserts it is the sole and exclusive owner of all business goodwill, if any, related therewith;

**WHEREAS**, Assignee is desirous of acquiring all right, title, and interest in and to the Assets; and

**WHEREAS**, Assignor wishes to irrevocably assign any and all right, title, and interest in the Assets, including at common, state, and federal law, and any goodwill associated therewith.

### **NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:**

Be it known that in consideration of the payment by Assignee to Assignor of the sum of \$2,807.93 USD, and for other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, Assignor does hereby assign, and agrees to assign, to Assignee all of the right, title and interest that it owns, throughout the world, in and to the Assets, all the business goodwill associated therewith, and all rights of action accrued under and by virtue thereof, including, without limitation, the right to sue and recover for past infringement, all renewals therefor, all proceeds therefor (including, but not limited to, all license royalties and proceeds of infringement suits), all right and ability to file trademark/servicemark applications, including the use of Assignors priority date from the Assets, and standing to challenge applicable junior users.

Assignor agrees that it shall execute and deliver further instruments of conveyance, transfer and assignment as requested by Assignee, its successors, or assigns; reasonably cooperate and assist in providing information for making and completing regulatory and other filings; and take any and all other actions as Assignee, its successors, or assigns may reasonably require (at Assignee's expense) to effectively assign, convey, transfer, protect, enforce, and exploit the Assets and all rights owned by Assignor therein to Assignee, its successors, or assigns.

Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (c) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

### General Recitals

**1. Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

**2. Counterparts.** This Agreement may be executed in two or more counterparts, including electronic or facsimile transmissions, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**3. Controlling Law and Jurisdiction; Enforcement.** The validity, interpretation and performance of this Agreement shall be subject to and construed under the laws of the State of Texas, without regard to principles of conflicts of law. The exclusive jurisdiction and venue for actions to enforce this Agreement shall be the United States District Court for the Southern District of Texas – Houston Division, or, solely in the event that court is determined not to have jurisdiction, any State of Texas District Court in Harris County.

**4. Headings and Terms.** The headings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The terms "Assignor" and "Assignee" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, servants and agents of Assignor or Assignee.

**5. Construction of Agreement and Legal Representation.** This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared by all parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that such party prepared or drafted a particular provision of this Agreement. Both parties have been advised to and have sought independent legal representation in this matter.

[Signature Page to Follow]

Initial:  &   
(RM) (EV)

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.

Assignor:

Regismark, S. DE R.L. DE C.V.

By: 

Assignee:


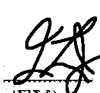
EvolveAir LLC

By: 

## SCHEDULE A

### Trademarks

Country	Current Owner	Registration No.	Filing Date	Mark
MX	REGISMARK, S. DE R.L. DE C.V.	1653246	Feb 5, 2016	E EVOLVEAIR (Logo)
MX	REGISMARK, S. DE R.L. DE C.V.	1652244	Feb 8, 2016	E EVOLVEAIR (Logo)
MX	REGISMARK, S. DE R.L. DE C.V.	1651209	Feb 8, 2016	E EVOLVEAIR (Logo)
US	REGISMARK, S. DE R.L. DE C.V.	5506372	Jun 25, 2017	E EVOLVEAIR (Logo)
US	REGISMARK, S. DE R.L. DE C.V.	5390938	Jun 25, 2017	E EVOLVEAIR (Logo)
US	REGISMARK, S. DE R.L. DE C.V.	5440901	Feb 18, 2016	E EVOLVEAIR (Logo)
GT	REGISMARK, S. DE R.L. DE C.V.	219079	Mar 21, 2016	E EVOLVEAIR (Logo)
GT	REGISMARK, S. DE R.L. DE C.V.	219075	Mar 21, 2016	E EVOLVEAIR (Logo)
GT	REGISMARK, S. DE R.L. DE C.V.	SN2016002761	Mar 21, 2016	E EVOLVEAIR (Logo)

Initial:  &   
(RM) (EV)