

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595593

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900564015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Radionic Company, Inc.		07/30/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Amrad Manufacturing, LLC		
Street Address:	1648 Northlake Pass		
City:	Universal City		
State/Country:	TEXAS		
Postal Code:	78148		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88644606	COMPRESSOR PROTECTOR TERMINAL	
Serial Number:	88644644	CPT	
Registration Number:	5296349	ULTRAMET	
Registration Number:	3970243	TURBOLYTIC	
Registration Number:	3970245	EASY-START	
Registration Number:	3141014	TURBO 200	
CORRESPONDENCE DATA			
Fax Number:	2102448944		
<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:	2102448844		
Email:	wquirk@rpsalaw.com		
Correspondent Name:	William H. Quirk		
Address Line 1:	755 E. Mulberry Ave.		
Address Line 2:	Suite 200		
Address Line 4:	San Antonio, TEXAS 78212		
ATTORNEY DOCKET NUMBER:	80255.00046		
NAME OF SUBMITTER:	William H. Quirk		

SIGNATURE:	/William H. Quirk/
DATE SIGNED:	09/02/2020
Total Attachments: 9 source=Trademark Assignment Agreement (Signed)#page1.tif source=Trademark Assignment Agreement (Signed)#page2.tif source=Trademark Assignment Agreement (Signed)#page3.tif source=Trademark Assignment Agreement (Signed)#page4.tif source=Trademark Assignment Agreement (Signed)#page5.tif source=Trademark Assignment Agreement (Signed)#page6.tif source=Trademark Assignment Agreement (Signed)#page7.tif source=AMRAD_AssignConfReceipt_TM (1)#page1.tif source=900564015_CoverSheet#page1.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("*Trademark Assignment*"), dated as of July 30, 2020, is made by American Radionic Company, Inc. ("*Seller*"), a Florida corporation, located at 32 Hargrove Grade, Palm Coast, Florida 32137, in favor of Amrad Manufacturing, LLC ("*Buyer*"), a Texas limited liability company, located at 1648 Northlake Pass, Universal City, Texas 78148, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of July 30, 2020 (the "*Asset Purchase Agreement*").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and 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, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the "*Assigned Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 0 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller 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, or after the date hereof, 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 Actions. Seller 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 Buyer. Following the date hereof, upon Buyer's reasonable request,

Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

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

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and 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 Patent Assignment and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Texas (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, and performance. The Parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Bexar County, Texas, submit to the personal jurisdiction of such courts located in Bexar County, Texas, and waive any contention that the courts so located are an improper venue for enforcement of this Agreement.

[Signatures on following page]

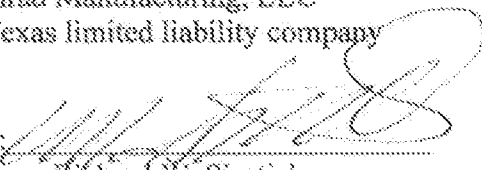
IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

American Radionic Company, Inc.
a Florida corporation

By: _____
Name: Robert Stockman
Title: President

AGREED TO AND ACCEPTED

Amrsd Manufacturing, LLC
a Texas limited liability company

By:  _____
Name: Richard W. Sirotiak
Title: Manager

[Acknowledgements on following page]

STATE OF FLORIDA

)
)SS.

COUNTY OF _____

)

On the ____ day of July 2020, before me personally appeared Robert Stockman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of American Radionic Company, Inc., a Florida corporation, on behalf of said corporation, and acknowledged the instrument to be the free act and deed of American Radionic Company, Inc. for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires:

STATE OF TEXAS

)
)SS.

COUNTY OF BEXAR

)

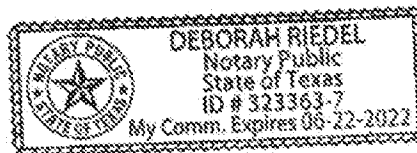
On the ^{5th} day of July, 2020, before me personally appeared Walter R. Sirotiak, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Manager of Amrad Manufacturing, LLC, a Texas limited liability company, on behalf of said company, and acknowledged the instrument to be the free act and deed of Amrad Manufacturing, LLC for the uses and purposes mentioned in the instrument.

Deborah Riedel

Notary Public
Printed Name: *Deborah Riedel*

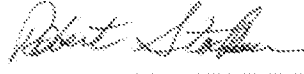
My Commission Expires:

6-22-2022



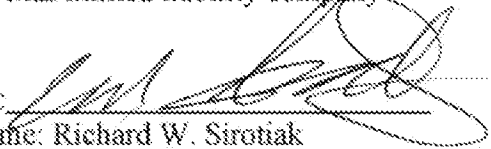
IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

American Radionic Company, Inc.
a Florida corporation

By: 
Name: Robert Stockman
Title: President

AGREED TO AND ACCEPTED

Amrad Manufacturing, LLC
a Texas limited liability company

By: 
Name: Richard W. Sirotiak
Title: Manager

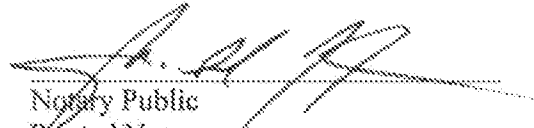
[Acknowledgements on following page]

STATE OF FLORIDA

)
)SS.

COUNTY OF Duval

On the 30th day of July 2020, before me personally appeared Robert Stockman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of American Radionic Company, Inc., a Florida corporation, on behalf of said corporation, and acknowledged the instrument to be the free act and deed of American Radionic Company, Inc. for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name:



MICHAEL J. NASH, JR.
MY COMMISSION # FF 051882
EXPIRES: June 28, 2020
Revised Third Notary Seal Series

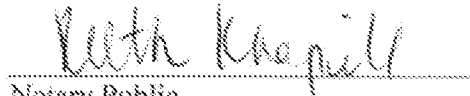
My Commission Expires:

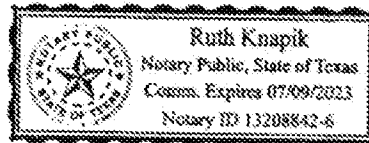
STATE OF TEXAS

)
)SS.

COUNTY OF BEXAR

On the 30th day of July, 2020, before me personally appeared Walter R. Sirotiak, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Manager of Amrad Manufacturing, LLC, a Texas limited liability company, on behalf of said company, and acknowledged the instrument to be the free act and deed of Amrad Manufacturing, LLC for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name: Ruth Knapik



My Commission Expires:

7/9/2023

SCHEDULE 1

Assigned Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date
COMPRESSOR PROTECTOR TERMINAL	88644606	10/07/2019		
CPT	88644644	10/07/2019		
ULTRAMET	87362720	03/08/2017	5296349	09/26/2017
TURBOLYTIC	85145130	10/05/2010	3970243	05/31/2011
EASY-START	85145142	10/05/2010	3970245	05/31/2011
TURBO 200	76646504	09/08/2005	3141014	09/12/2006



United States Patent and Trademark Office

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Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Radionik Company, Inc		07/30/2020	Corporation, FLORIDA
RECEIVING PARTY DATA			
Name:	Amrad Manufacturing, LLC		
Street Address:	1545 Northlake Pass		
City:	Universal City		
State/Country:	TEXAS		
Postal Code:	78148		
Entity Type:	Corporation, TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	80844808	COMPRESSOR PROTECTOR TERMINAL	
Serial Number:	80844544	CPT	
Registration Number:	5298349	ULTRAMET	
Registration Number:	1970243	TURBOLYTIC	
Registration Number:	1970245	EASY-START	
Registration Number:	3141014	TURBO 200	
CORRESPONDENCE DATA			
Fax Number:	2142648844		
Phone:	2142648844		
Email:	wquirk@amrad.com		
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.			
Correspondence Name:	William H. Quirk		
Address Line 1:	755 E. Mulberry Ave		
Address Line 2:	Suite 200		
Address Line 3:	Covington, TEXAS 75742		
NAME OF SUBMITTER:		William H. Quirk	
Signature:		/William H. Quirk/	
Date:		08/13/2020	
Total Attachments: 7 source=Trademark Assignment Agreement (Signed)#page1.tif source=Trademark Assignment Agreement (Signed)#page2.tif source=Trademark Assignment Agreement (Signed)#page3.tif source=Trademark Assignment Agreement (Signed)#page4.tif source=Trademark Assignment Agreement (Signed)#page5.tif source=Trademark Assignment Agreement (Signed)#page6.tif source=Trademark Assignment Agreement (Signed)#page7.tif			
RECEIPT INFORMATION			
ETAS ID:	TM891236		
Receipt Code:	08132020		
Fee Amount:	\$168		

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Radionic Company, Inc.		07/30/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Amrad Manufacturing, LLC		
Street Address:	1648 Northlake Pass		
City:	Universal City		
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Postal Code:	78148		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 6			
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Phone:	2102448844		
Email:	wquirk@rpsalaw.com		
Correspondent Name:	William H. Quirk		
Address Line 1:	755 E. Mulberry Ave.		
Address Line 2:	Suite 200		
Address Line 4:	San Antonio, TEXAS 78212		
NAME OF SUBMITTER:	William H. Quirk		
SIGNATURE:	/William H. Quirk/		
DATE SIGNED:	08/13/2020		

OP \$165.00 88644606