

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southern Pump & Tank Company, LLC		09/30/2020	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	SPATCO Energy Solutions, LLC		
Street Address:	8303 University Executive Park Dr.		
Internal Address:	Suite 400		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3836839	SPATCO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	704-377-8105		
Email:	lbarnes@robinsonbradshaw.com		
Correspondent Name:	Lani Barnes Baxter		
Address Line 1:	101 North Tryon Street, Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Lani Barnes Baxter		
SIGNATURE:	/Lani Barnes Baxter/		
DATE SIGNED:	10/01/2020		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”), dated as of September 30, 2020, is by and between Southern Pump & Tank Company, LLC, a North Carolina limited liability company (the “Seller”), and SPATCO Energy Solutions, LLC, a Delaware limited liability company (the “Buyer”), and is delivered in connection with the consummation of the transactions contemplated by that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Seller, the Buyer, and Blue Ridge Capital Holdings, LLC d/b/a Blue Ridge Industries, a North Carolina limited liability company (the “Purchase Agreement”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

Pursuant to the terms of the Purchase Agreement, and in consideration of the Buyer’s payment of the consideration specified therein, the Seller does hereby irrevocably sell, assign, convey, transfer and deliver to the Buyer, its successors and its assigns, and the Buyer hereby accepts, all of the Seller’s right, title and interest in and to all Proprietary Rights (including, without limitation, those set forth on **Appendix A** attached hereto), together with the goodwill associated therewith, and including, without limitation, all common law rights in and to the Proprietary Rights, any all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Proprietary Rights; and any and all claims and causes of action with respect to the Proprietary Rights, whether accruing before, on, or after the date hereof, including the right to sue for and recover any royalties, profits, penalties, expenses and other damages arising out of or related to any past, present and/or future infringement, dilution of or damage or injury to the Proprietary Rights or the accompany goodwill.

The Seller agrees that, upon the Buyer’s reasonable request, the Seller will furnish all reasonably necessary documentation available to the Seller relating to or supporting chain of title, sign all reasonably appropriate papers, take all reasonably appropriate oaths, and do all reasonably appropriate acts which may be reasonably necessary for vesting title to, and effecting the transfer and recording of, the Proprietary Rights in the Buyer, its successors, assigns and legal representatives or nominees.

This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein is intended to supersede, alter, modify, replace, amend, change, rescind, waive, expand, diminish or otherwise affect any of the terms set forth in the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities set forth in the Purchase Agreement. 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.

This 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 Assignment and the transactions contemplated hereby shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without regard to its choice or conflict of law provisions.

This Assignment shall be binding upon the Seller and the Buyer and shall inure to the benefit of such parties and their respective successors and assigns.

This Assignment may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but such counterparts together will constitute one and the same instrument.

[signatures on the following page]

IN WITNESS WHEREOF, the Seller and the Buyer have duly executed this Assignment effective as of the date first written above.

SELLER:

Southern Pump & Tank Company, LLC

DocuSigned by:
By: Jeff Dailey
FC674CE085D4419
Name: Jeffrey G. Dailey
Title: President and CEO

BUYER:

SPATCO Energy Solutions, LLC

DocuSigned by:
By: Kevin McCarthy
CB28F7CFB2AA4AF
Name: Kevin R. McCarthy
Title: Executive Vice President

Appendix A

Seller Owned Proprietary Rights

Trademarks:

<u>Owner</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Filing or Registration Date</u>
Southern Pump & Tank Company, LLC	SPATCO	3836839	US	8-24-2010

Copyrights:

<u>Owner</u>	<u>Copyright</u>	<u>Type of Work</u>	<u>Application or Registration No</u>	<u>Filing or Registration Date</u>
Southern Pump & Tank Company, LLC	Spatco: specialists in liquid handling equipment: [design, manufacturing, sales, service, installation: catalog] / Southern Pump & Tank Company	Serial – Catalog	TX0000764723	August 14, 1981