

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610628

<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>
Eichenauer Services, Inc.		11/23/2020	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Commercial Foodservice Repair, Inc.		
<b>Street Address:</b>	410 E Washington Street		
<b>City:</b>	Greenville		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29601		
<b>Entity Type:</b>	Corporation: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1473521	ESI	
<b>Registration Number:</b>	6100424	ESI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126321780		
<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>	312-715-5241		
<b>Email:</b>	tm-dept@quarles.com		
<b>Correspondent Name:</b>	Nicole M. Murray		
<b>Address Line 1:</b>	300 N. LaSalle St., Suite 4000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	174224.0003		
<b>NAME OF SUBMITTER:</b>	Nicole M. Murray		
<b>SIGNATURE:</b>	/Nicole M. Murray/		
<b>DATE SIGNED:</b>	11/24/2020		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of November 23, 2020, by and between **Commercial Foodservice Repair, Inc.**, a South Carolina corporation ("Assignee"), and **Eichenauer Services, Inc.**, an Illinois corporation ("Assignor"). Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement (as defined below).

**RECITALS:**

(a) Assignor and Assignee, among other parties, have entered into an Asset Purchase Agreement of even date herewith ("Purchase Agreement") relating to the acquisition by Assignee of substantially all of the assets of Assignor, including the trademarks listed on Exhibit 1 hereto (the "Trademarks").

(b) This Agreement is being executed pursuant to the Purchase Agreement.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, free and clear of any and all Liens except Permitted Liens, all of Assignor's right, title and interest in and to the Trademarks, including, without limitation, (i) the goodwill associated with the Trademarks, (ii) all common law rights associated with the Trademarks, and (iii) the resulting rights to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.

3. Assignor hereby authorizes and requests any agency having jurisdiction over the ownership of the Trademarks to record Assignee as the owner of the Trademarks.

4. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Trademarks in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby. In the event that Assignor is unable for any reason whatsoever to secure the necessary signatures to any document Assignee is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents power of attorney to execute and file any such

document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. This power of attorney will be deemed coupled with an interest and will be irrevocable.

5. The Trademarks are being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6. This Agreement shall be governed by and construed under and in accordance with the internal laws of the State of Delaware, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

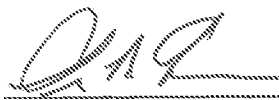
7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Each of the parties to this Agreement agrees that a signature affixed to a counterpart of this Agreement and delivered by facsimile or other electronic transmission by any Person is intended to be its, his or her signature and shall be valid, binding and enforceable against such Person.

*[Signature Page Follow.]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

**ASSIGNOR:**

**EICHENAUER SERVICES, INC.**

By:   
Its: LEE H. EICHENAUER  
PRESIDENT / CEO

**ASSIGNEE:**

**COMMERCIAL FOODSERVICE  
REPAIR, INC.**

By: \_\_\_\_\_  
Name: Nathan Novak  
Its: Vice President, Assistant Secretary and  
Assistant Treasurer

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.


**ASSIGNOR:**

**EICHENAUER SERVICES, INC.**

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

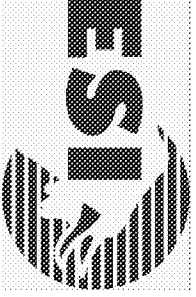
**ASSIGNEE:**

**COMMERCIAL FOODSERVICE  
REPAIR, INC.**

By:  \_\_\_\_\_  
Name: Nathan Novak  
Its: Vice President, Assistant Secretary and  
Assistant Treasurer

*[Signature Page to Trademark Assignment Agreement]*

EXHIBIT 1

Jurisdiction	Trademark	Status	Class(es) & Goods	Reg. No.	Reg. Date	Recorded Owner
United States	ESI	Registered	Int'l Class 37: Services related to the installation, servicing, repair and maintenance of commercial food service equipment and component parts thereof.	1,473,521	January 19, 1988	Eichenauer Services, Inc. 2465 North 22nd Street Decatur, Illinois 62526
United States	ESI & Design 	Registered	Int'l Class 37: Services related to the installation, servicing, repair and maintenance of commercial food service equipment and component parts thereof.	6,100,424	July 14, 2020	Eichenauer Services, Inc. 2465 North 22nd Street Decatur, Illinois 62526

**TRADEMARK**