

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614408

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900576578		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Precision Heating & Air, LLC		06/30/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	SA&H Western Holdings, LLC		
Street Address:	4300 South Congress Ave		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78745		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88870274	PRECISION HEATING & AIR	
Serial Number:	88870286	SERVICE YOU CAN TRUST	
Serial Number:	88871043	FIVE STAR SERVICE LIGHTNING FAST	
Serial Number:	88872970	FIVE STAR SERVICE LIGHTNING FAST	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ryan Compton		
Address Line 1:	500 8th St. NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	396557-000001		
NAME OF SUBMITTER:	Ryan C. Compton		
SIGNATURE:	/Ryan C. Compton/		
DATE SIGNED:	12/15/2020		

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated as of June 30, 2020, is entered into by and between PRECISION HEATING & AIR LLC, a Texas limited liability company (the "Assignor"), and SA&H WESTERN HOLDINGS, LLC, a Delaware limited liability company (the "Assignee"). The Assignor and the Assignee are each referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, and the member of Assignor (the "Purchase Agreement");

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to the certain intellectual property used in the Business, including, by way of non-limiting example, the Intellectual Property described in Schedule A attached hereto;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign the Intellectual Property included in the Acquired Assets to Assignee and Assignee has agreed to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Intellectual Property included in the Acquired Assets, free and clear of all encumbrances, relating to or arising out of the Intellectual Property included in the Acquired Assets, including, without limitation, any and all patents, trademarks, trade secrets, and copyrights therein, with all of the goodwill appertaining thereto.

2. By way of example, and without limitation, Assignor hereby assigns all of the following attendant to the Intellectual Property:

- (a) all trademark, service marks, trade dress, slogans, logos, trade names, corporate names and Internet domain names and uniform resource locators, and telephone numbers used in the Business, together with all goodwill associated therewith, including, without limitation, the use of the current corporate name and all translations, adaptations, derivations and combinations of the foregoing, including, by way of non-limiting example, the trademarks and service marks listed in Schedule A;
- (b) all trade secrets and confidential business information (including, without limitation, databases, ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, sales and promotional literature, and customer and supplier lists and related information);
- (c) all computer software and websites (including, without limitation, source code and object code and any data and related documentation);

- (d) all other intellectual or industrial property rights and foreign equivalent or counterpart rights and forms of protection of a similar or analogous nature to any of the foregoing or having similar effect in any jurisdiction throughout the world;
- (e) all registrations and applications for registration of any of the foregoing, including any renewals, extensions, continuations (in whole or in part), divisionals, re-examinations or reissues or equivalent or counterpart thereof;
- (f) all income, royalties, damages and payments due or payable as of the Closing or thereafter (including, without limitation, damages and payments for past, present or future infringements, misappropriations or other violations thereof) and the rights to sue and collect damages for past, present or future infringements, misappropriations or other violations thereof, and any corresponding equivalent or counterpart rights, title or interest that now exist or may be secured hereafter anywhere in the world; and
- (g) all copies and tangible embodiments of the foregoing (in whatever form or medium).

3. Assignor agrees to, at Assignee's request and expense, execute, acknowledge, and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications, and further assurances as Assignee may reasonably request in order to carry out the transfer of the Intellectual Property, as applicable, conveyed herein.

4. This Assignment is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference, and Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. If any provision of this Assignment, or the application of such provision to any person or circumstance, shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

5. This Assignment may be executed in two or more counterparts and may be delivered by facsimile, .pdf or other electronic submission, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to rules governing the conflict of laws.

7. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns under the Purchase Agreement. This Assignment may not otherwise be assigned by any party hereto without the prior written consent of the other party hereto except as and to the extent the Purchase Agreement may be assigned in accordance with its terms. Further, nothing set forth herein shall be deemed to constitute any person or entity as a third party beneficiary of this Assignment.

8. This Assignment may not be amended or modified except by an instrument in writing signed by Assignee and Assignor.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment Agreement to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

PRECISION HEATING & AIR LLC

By: 

Name: Joseph Strazza

Title: President and Chief Executive Officer

ASSIGNEE:

SA&H WESTERN HOLDINGS, LLC

By: 

Name: Bryan Benak

Title: Chief Executive Officer

Schedule A

Intellectual Property

Country (State)	Mark	Class	Filing Date	Filing Number	Registration Number	Registration Date	Status
USA (TX)	PRECISION	37	4/13/20	88870274	-	-	Pending
USA (TX)	SERVICE YOU CAN TRUST	37	4/13/20	88870286	-	-	Pending
USA (TX)	FIVE STAR SERVICE LIGHTNING FAST	37	4/14/20	88871043	-	-	Pending
USA (TX)	FIVE STAR SERVICE LIGHTNING FAST	37	4/15/20	88872970	-	-	Pending