# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM618495

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
Crossford International II, LLC		12/14/2020	Limited Liability Company: CONNECTICUT

## **RECEIVING PARTY DATA**

Name:	Diversitech Corporation		
Street Address:	3039 Premier Parkway		
Internal Address:	Suite 600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30297		
Entity Type:	Corporation: GEORGIA		

#### **PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark		
Registration Number:	4177194	BUCKET DESCALER		
Registration Number:	5599216	BUCKET DESCALER		
Registration Number:	3786354	BUCKETVAC		
Registration Number:	5239448	BUCKETVAC		
Registration Number:	3616450	COILJET		
Registration Number:	3818725	COILJET		
Registration Number:	4946385	COILSHOT		
Registration Number:	4851455	COILSHOT		
Registration Number:	4594555	MINI-SPLIT BIB		
Registration Number:	5179588	MINI-SPLIT CASSETTE BIB		
Registration Number:	4514822	MINI-SPLIT FIRST AID KIT		
Registration Number:	5174958	S		
Registration Number:	5216491	S SPEEDCLEAN		
Registration Number:	4599210	SPEEDCLEAN		
Registration Number:	5216492	SPEEDCLEAN		
Registration Number:	4099211	SPEEDYBRIGHT		
Registration Number:	3923262	SPEEDYFOAM		
		TRADEMARK		

**REEL: 007155 FRAME: 0578** 900589482

Property Type	Number	Word Mark	
Registration Number:	4553691	POWER COIL CLEAN	
Registration Number:	4790727	ENVIRO-GARD	
Registration Number:	4549576	FRESHDUCT ODOR ELIMINATOR	

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 2035428418

Email: jessel@gtlslaw.com

Correspondent Name: Jesse J. Levitt
Address Line 1: 31 Brookside Dr

Address Line 4: Greenwich, CONNECTICUT 06830

NAME OF SUBMITTER:	Todd S. Sharinn
SIGNATURE:	/Todd S. Sharinn/
DATE SIGNED:	01/05/2021

#### **Total Attachments: 7**

source=Crossford II - DiversiTech Assignment of Trademarks#page1.tif source=Crossford II - DiversiTech Assignment of Trademarks#page2.tif source=Crossford II - DiversiTech Assignment of Trademarks#page3.tif source=Crossford II - DiversiTech Assignment of Trademarks#page4.tif source=Crossford II - DiversiTech Assignment of Trademarks#page5.tif source=Crossford II - DiversiTech Assignment of Trademarks#page6.tif source=Crossford II - DiversiTech Assignment of Trademarks#page7.tif

TRADEMARK REEL: 007155 FRAME: 0579

### ASSIGNMENT OF TRADEMARKS

For good and valuable consideration, the receipt and sufficiency of which are hereby as of December 2020, CROSSFORD acknowledged. and effective 14, INTERNATIONAL II, LLC, located at 420 West Avenue, Stamford, Connecticut 06902 ("Assignor"), hereby irrevocably sells, assigns, transfers, and conveys to DIVERSITECH CORPORATION, located at 3039 Premier Parkway, Suite 600, Atlanta, Georgia 30297 ("Assignee"), pursuant to the Intellectual Property Acquisition Agreement of even date herewith, by and between Assignor and Assignee, all of Assignor's right, title, and interest in and to the trademarks and trademark applications set forth on Schedule 1(b) (the "Marks"), attached hereto and incorporated by this reference herein, together with all trademark common law rights related to the Marks, all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, and all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default, and all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention, to be used as fully and entirely as such rights would have been held and enjoyed by the Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Marks herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

Assignor 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 Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

This Assignment shall be binding upon and inure to the benefit of Assignee and its subsidiaries, successors and permitted assigns. This Assignment may be executed in one or more counterparts (including by means of facsimile, PDF or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

US\_Active\116175928\V-1

TRADEMARK REEL: 007155 FRAME: 0580

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed on this 14 day of December, 2020 by its duly-authorized

CROSSFORD INTERNATIONAL II, LLC

Title: Manager

AGREED TO AND ACCEPTED:

DIVERSITECH CORPORATION

By: \_\_\_\_\_ Name: Nicole Kroner

Title: Chief Financial Officer

[Signature Page to Assignment of Trademarks]

STATE OF CONNECTICUT ) COUNTY OF FAIRFIELD ) ss. Stamford	
On the day of, December 2020, before me personally appeared TIMOTHY KANE, 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 CROSSFORD INTERNATIONAL II, LLC, the limited liability company described, and acknowledged the instrument to be his free act and deed of the limited liability company for the uses and purposes mentioned in the instrument.	
My Commission Expires: Notary Public Printed Name:	
JONATHAN M. WELLS  MOTARY PUBLIC STATE OF CONNECTICE EXPIRATION DATE 06/30/2024	jt
STATE OF)	
COUNTY OF ss.	•
On the day of December, 2020, before me personally appeared NICOLE KRONER, 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 she executed the same in her authorized capacity as the Chief Financial Officer of DIVERSITECH CORPORATION, the corporation described, and acknowledged the instrument to be the free act and deed of the corporation for the uses and purposes mentioned in the instrument.	
My Commission Expires:  Notary Public  Printed Name:	

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed on this <u>14</u> day of December, 2020 by its duly-authorized officer.

CROSSFORD INTERNATIONAL II, LLC

By:	 	

Name: Timothy Kane Title: Manager

AGREED TO AND ACCEPTED:

DIVERSITECH CORPORATION

Name: Nicole Kroner

Title: Chief Financial Officer

[Signature Page to Assignment of Trademarks]

STATE OF CONNECTICUT ) COUNTY OF FAIRFIELD ) ss. Stamford
On the day of, December 2020, before me personally appeared TIMOTHY KANE 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 a the Manager of CROSSFORD INTERNATIONAL II, LLC, the limited liability company described, and acknowledged the instrument to be his free act and deed of the limited liability company for the uses and purposes mentioned in the instrument
My Commission Expires:  Notary Public  Printed Name:
STATE OF <u>(owinnett)</u> ss.

On the // day of December, 2020, before me personally appeared NICOLE KRONER, 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 she executed the same in her authorized capacity as the Chief Financial Officer of DIVERSITECH CORPORATION, the corporation described, and acknowledged the instrument to be the free act and deed of the corporation for the uses and purposes mentioned in the instrument.

My Commission Expires: Notary Public

Printed Name:

KARY MAUREEN NOETH NOTARY PUBLIC Forsyth County State of Georgia

My Comm. Expires Jan. 30, 2023

# Schedule 1(b) to Assignment of Trademarks dated December 14, 2020 from Crossford International II, LLC to Diversitech Corporation

United States Domestic Trademarks to be assigned to Buyer

Trademark Title	Mark	Registration #	Registration Date
BUCKET DESCALER*	BUCKET DESCALER	4,177,194	7/17/2012
BUCKET DESCALER	BUCKET DESCALER	5,599,216	11/6/2018
BUCKETVAC*	BucketVac	3,786,354	5/4/2010
BUCKETVAC	BucketVac	5,239,448	7/11/2017
COILJET	COILJET	3,616,450	5/5/2009
COILJET	CONTENT	3,818,725	7/13/2010
COILSHOT	CoilShot	4,946,385	4/26/2016
COILSHOT	CoilShot	4,851,455	11/10/2015
MINI-SPLIT BIB*	Mini-Split Bib	4,594,555	8/26/2014
MINI-SPLIT CASSETTE BIB	Mini-Split Cassette Bib	5,179,588	4/11/2017
MINI-SPLIT FIRST AID KIT	MINI-SPLIT FIRST AID KIT	4,514,822	4/15/1014
s		5,174,958	4/4/2017
S SPEEDCLEAN	SPEEDCLEAN	5,216,491	6/6/2017
SPEEDCLEAN	SPEEDCLEAN	4,599,210	9/9/2014
SPEEDCLEAN	SPEEDCLEAN	5,216,492	6/6/2017
SPEEDYBRIGHT	SPEEDYBRIGHT	4,099,211	2/14/2012
SPEEDYFOAM	SPEEDYFOAM	3,923,262	2/22/2011
Power Coil Clean	Power Coil Clean	4,553,691	6/24/2014
Enviro-Gard	Enviro-Gard	4,790,727	8/11/2015
FreshDuct Odor Eliminator	FreshDuct Odor Eliminator	4,549,576	6/17/2014
G 1			

<sup>\*</sup> Supplemental Register

TRADEMARK REEL: 007155 FRAME: 0585

International Trademarks to be assigned to Buyer

Trademark Title	Mark	Country	Registration #	Registration Date
COILJET	COILJET	EU	15753932	12/13/2016
COILSHOT	CoilShot	EU	15753965	12/19/2016
MINI-SPLIT BIB	Mini-Split Bib	EU	15753981	12/19/2016
SPEEDCLEAN	SPEEDCLEAN	EU	15754005	9/5/2017
S SPEEDCLEAN	SPEEDCLEAN	EU	15753891	5/9/2017
COILJET	COILJET	China	21438938	11/21/2017
COILSHOT	CoilShot	China	21438937	11/21/2017
COILSHOT	CoilShot	China	21438936	11/21/2017
MINI-SPLIT BIB	Mini-Split Bib	China	21438934	11/21/2017
SPEEDCLEAN	SPEEDCLEAN	China	21886231	8/28/2018
S SPEEDCLEAN	<b>S</b>	China	21438940A	12/14/2017
COILJET	speedclean COILJET	Canada	TMA9946652	4/17/2018
COILSHOT	CoilShot	Canada	TMA992134	3/8/2018
MINI-SPLIT BIB	Mini-Split Bib	Canada	TMA994653	4/17/2018
SPEEDCLEAN	SPEEDCLEAN	Canada	TMA1014546	2/5/2019
S SPEEDCLEAN	SPEEDCLEAN	Canada	TMA1014529	2/5/2019
COILJET	COILJET	Australia	1793876	4/13/2017
COILSHOT	CoilShot	Australia	1793887	9/1/2016
MINI-SPLIT BIB	Mini-Split Bib	Australia	1793883	9/1/2016
SPEEDCLEAN	SPEEDCLEAN	Australia	1795330	9/8/2016
S SPEEDCLEAN	SPEEDCLEAN	Australia	1795333	9/8/2016

TRADEMARK REEL: 007155 FRAME: 0586

**RECORDED: 01/05/2021**