

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fluidall, LLC		04/02/2021	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	ATEK Fluidall, LLC		
Street Address:	10025 Valley View Road, Suite 190		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4091371	FLUIDALL	
Registration Number:	2357558	TOTE-A-LUBE	
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:	16123678713		
Email:	trademarks-mi@btlaw.com, ksuzan@btlaw.com, kwalsh@btlaw.com		
Correspondent Name:	Kenneth D. Suzan		
Address Line 1:	225 South Sixth Street, Suite 2800		
Address Line 4:	Minneapolis, MINNESOTA 55402-4662		
ATTORNEY DOCKET NUMBER:	ATEK 337515		
NAME OF SUBMITTER:	Kenneth D. Suzan		
SIGNATURE:	/Kenneth D. Suzan/		
DATE SIGNED:	04/05/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Trademark Assignment”), dated as of April 2, 2021, is made by Fluidall, LLC, a Minnesota limited liability company (“Assignor”) in favor of ATEK Fluidall, LLC, a Minnesota limited liability company (“Assignee”), pursuant to the terms and conditions of that certain Asset Purchase Agreement dated April 2, 2021, by and among Assignor, Assignee, and Charles W. Carlsen, Charles “Ted” Carlsen and Richard P. Carlsen.

WHEREAS, Assignor owns all right, title and interest in and to the marks identified on Schedule A and the goodwill associated therewith and symbolized thereby (collectively, the “Marks”);

WHEREAS, Assignor desires to assign, transfer, convey and deliver all of its right, title and interest throughout the world in and to the Marks to Assignee; and

WHEREAS, Assignor and Assignee are hereby effecting said assignment, transfer, conveyance and delivery of all right, title and interest throughout the world in and to the Marks and the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee all right, title, and interest throughout the world in and to the Marks and the goodwill associated therewith and symbolized thereby, the same to be held and enjoyed by Assignee, its successors, and assigns.

2. Assignor further assigns to Assignee all past, present and future claims, counterclaims, credits, causes of action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Marks, together with all right to sue for and receive all damages accruing from past, present and future infringements of the Marks. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee’s reasonable request and expense as may be reasonably required: (i) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the foregoing rights; and (ii) in the implementation or perfection of this Trademark Assignment.

3. Assignor represents and warrants to Assignee that Assignor is the true and accurate owner of the Marks.

4. This Trademark Assignment shall be binding upon Assignor, its successors and assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

5. This Trademark Assignment may be executed manually or by facsimile by the parties, in any number of counterparts, each of which shall be considered one and the same signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Trademark Assignment as of the date first above written.

Assignor:

FLUIDALL, LLC

By: _____

Name: Charles W. Carlsen

Title: Authorized Representative

Assignee:

ATEK FLUIDALL, LLC

By:  _____

Name: Mark Osmański

Title: Chief Executive Officer

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 007244 FRAME: 0515

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Trademark Assignment as of the date first above written.

Assignor:

FLUIDALL, LLC

By: 

Name: Charles W. Carlsen

Title: Authorized Representative

Assignee:

ATEK FLUIDALL, LLC

By: _____

Name: Mark Osmani

Title: Chief Executive Officer

[Signature page to Trademark Assignment]

SCHEDULE A

MARKS

[See attached.]

FLUIDALL, LLC

SCHEDULE OF REGISTERED TRADEMARKS

Trademarks

Mark	Country	App No.	App Date	Reg No.	Reg Date	Owner	Status
FLUIDALL	United States (Federal)	77738251	May 15, 2009	4091371	January 24, 2012	Fluidall, LLC (Minnesota Limited Liability Company)	Registered
TOTE-A-LUBE	United States (Federal)	75764441	July 30, 1999	2357558	June 13, 2000	Fluidall, LLC (Minnesota Limited Liability Company)	Renewed

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