

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM638661

<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>
Sila Heating and Air Conditioning, Inc.		08/26/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sila Services, LLC		
<b>Street Address:</b>	290 Hansen Access Rd		
<b>City:</b>	King of Prussia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19406		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4145933	SILA HEATING & AIR CONDITIONING	
<b>Registration Number:</b>	4620607	SILA HEATING & AIR CONDITIONING	
<b>Registration Number:</b>	4484743		
<b>Registration Number:</b>	6095044	SILA	
<b>Registration Number:</b>	6095045	SILA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Heather Schneider		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	Heather Schneider		
<b>SIGNATURE:</b>	/Heather Schneider/		
<b>DATE SIGNED:</b>	04/12/2021		
<b>Total Attachments: 8</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (“IP Assignment Agreement”) is made by and among (i) Sila Services, LLC, a Delaware limited liability company (the “Assignee”), and (ii) Sila Heating and Air Conditioning, Inc., a Pennsylvania corporation (“Assignor”).

WHEREAS, Assignor is the owner of all right, title and interest in and to its patents, patent applications, trademarks (whether registered or unregistered) together with the goodwill of the business connected with the use of, and symbolized by, the trademarks, trade names, copyrights, know-how, trade secrets, customer lists, software, technical information or processes, and all rights in domain names, social media accounts and handles owned by the Company, including those set forth on Schedule A hereto, including all common law rights therein (the “Transferred IP”), and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 26, 2020, by and between Assignee, Astar Holdings, LLC, Assignor and the parties listed on Schedule II thereto (the “Asset Purchase Agreement”), effective on the Closing Date, Assignor assigned, sold, conveyed, and transferred, and hereby assigns, sells, conveys, and transfers all of Assignor’s right, title, and interest in and to the Transferred IP to Assignee, and Assignee desires to receive all right, title, and interest in and to the Transferred IP.

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

1. Definitions. Capitalized terms used in this IP Assignment Agreement that are not defined in the body of this IP Assignment Agreement have the meanings given to them in the Asset Purchase Agreement.

2. Assignment. Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor’s right, title, interest in and to the Transferred IP, together with the goodwill of the business symbolized therein.

3. Further Assurances. Assignor agrees to execute, at any time and from time to time upon the request and expense of Assignee, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this IP Assignment Agreement in and to the Transferred IP, including all documents necessary to record in the name of Assignee the assignment of the Transferred IP with the United States Patent and Trademark Office or successor offices.

4. Governing Law. This IP Assignment Agreement shall be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of any jurisdiction other than the State of Delaware.

5. No Conflict. Nothing in this Agreement shall alter any liability or obligation of the parties hereto arising under the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern. Assignee

acknowledges that no Assignor makes any representation or warranty with respect to the Transferred IP except as specifically set forth in the Asset Purchase Agreement.

6. No Modifications. This IP Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by each party hereto.

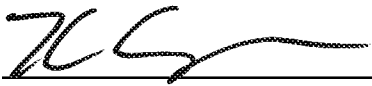
7. Successors and Assigns. This IP Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

8. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment Agreement as of the date first written above.

SILA SERVICES, LLC, as Assignee

By:   
Name: Thomas Cooperrider  
Title: Vice President and Secretary

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment Agreement as of the date first written above.

Sila Heating and Air Conditioning, Inc.,  
as Assignor

DocuSigned by:  
By: Lou Pellegrini  
Name: Louis Pellegrini  
Title: Chief Executive Officer

**SCHEDULE A**

**Transferred IP**

Registered Trademarks

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Reg No.</b>	<b>Date Registered</b>	<b>Owner</b>
SILA Heating & Air Conditioning	Federal	4,145,933	May 22, 2012	Sila Heating and Air Conditioning, Inc.
SILA HEATING AND AIR CONDITIONING (stylized)	Federal	4,620,607	Oct. 14, 2014	Sila Heating & Air Conditioning, Inc.
Logo	Massachusetts	73937	June 22, 2011	Sila Heating and Air Conditioning, Inc.
Sila heating & air conditioning	Maryland	2011-0133	June 23, 2011	Sila Heating and Air Conditioning, Inc.
Sila Heating & Air Conditioning	New York	S21809	June 23, 2011	Sila Heating and Air Conditioning, Inc.
Logo	Pennsylvania	3341439	June 23, 2011	Sila Heating and Air Conditioning, Inc.
Radiator Logo	Federal	4,484,743	Feb. 18, 2014	Sila Heating and Air Conditioning, Inc.
SILA (stylized)	Federal	6,095,044	July 7, 2020	Sila Heating & Air Conditioning, Inc.
SILA (stylized)	Federal	6,095,045	July 7, 2020	Sila Heating & Air Conditioning, Inc.

Domain Names

<b>Domain Name</b>	<b>WHOIS Administrative Contact</b>	<b>WHOIS Technical Contact</b>	<b>Account Holder</b>
silair.com	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning
silair.net	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning
silair.com	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning
silair.net	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning
silairconditioning.com	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning
silairconditioning.net	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning
silaircooling.com	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning
silaircooling.net	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning
silairvac.com	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning



silaservices.com	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning	Sila Heating and Air Conditioning
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<b>Domain Name</b>	<b>WHOIS Administrative Contact</b>	<b>WHOIS Technical Contact</b>	<b>Account Holder</b>
jbiairplumbingheating.com	Sila Heating & Air Conditioning, Inc.	Sila Heating & Air Conditioning, Inc.	Sila Heating & Air Conditioning, Inc.
jollesservices.com	Sila Heating & Air Conditioning, Inc.	Sila Heating & Air Conditioning, Inc.	Sila Heating & Air Conditioning, Inc.
silacom	Sila Heating & Air Conditioning, Inc.	Sila Heating & Air Conditioning, Inc.	Sila Heating & Air Conditioning, Inc.

Social Media Accounts

YouTube <https://www.youtube.com/channel/UCoICrCtES4Pzi091UavibYw>

Facebook [https://www.facebook.com/sila\\_heatingandair](https://www.facebook.com/sila_heatingandair)

Instagram <https://www.instagram.com/silahetair/>

Twitter <https://twitter.com/SilaHeatAir>

LinkedIn <https://www.linkedin.com/company/sila-heating-&-air-conditioning>

Pinterest <https://www.pinterest.com/SilaHeatandAC/>