

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM646091

<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>
Supermarket Environment Services Company		05/12/2021	Corporation: NORTH CAROLINA
Thermal Resource Sales, Inc.		05/12/2021	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRS-SESCO, LLC		
<b>Street Address:</b>	145 S. State College Boulevard, Suite 200		
<b>City:</b>	Brea		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92821		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2851705	SESCO	
<b>Registration Number:</b>	3083162	SESCO DESIGN	
<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>	7137581105		
<b>Email:</b>	iptldocket@velaw.com		
<b>Correspondent Name:</b>	W. Scott Brown		
<b>Address Line 1:</b>	1001 Fannin Street, Suite 2500		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>NAME OF SUBMITTER:</b>	W. Scott Brown		
<b>SIGNATURE:</b>	/wsb/		
<b>DATE SIGNED:</b>	05/12/2021		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

May 12, 2021

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is made as of the date hereof by and between TRS-SESCO, LLC, a Delaware limited liability company (“Purchaser”), Thermal Resource Sales, Inc., a North Carolina corporation (“TRS”), and Supermarket Environment Services Company, a North Carolina corporation (“SESCO” and together with TRS, “Sellers”). Purchaser, Maverick Parent L.P., a Delaware limited partnership, Sellers, Patrick J. McNamara, Sr., in his individual capacity, and, solely for purposes of Article VI therein, Patrick J. McNamara, Jr., in his individual capacity, are parties to that certain Asset Purchase and Contribution Agreement dated as of the date hereof (the “Purchase Agreement”). All capitalized terms used herein but not defined will have the meanings set forth in the Purchase Agreement.

### RECITALS:

WHEREAS, pursuant to the Purchase Agreement, Sellers desire to effectuate the sale, assignment, conveyance, transfer and delivery to Purchaser of all of Sellers’ Intellectual Property, including, without limitation, the Intellectual Property listed on Exhibit A attached hereto (the “IP Rights”), and Purchaser desires to accept such transfer and assignment of the IP Rights, subject to the terms and conditions set forth in the Purchase Agreement and in this IP Assignment.

### AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Sellers hereby irrevocably sell, convey, assign, transfer and deliver to Purchaser and its successors and assigns forever, without any restrictions, limitations or reservations, all of the Sellers’ right, title and interest in and to the IP Rights, including (a) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (b) all associated goodwill, (c) all income, royalties or payments now or hereafter due or payable with respect thereto and (d) any and all rights corresponding thereto throughout the world, including rights, interests, claims and demands recoverable in law or equity that the Sellers have or may have in profits and damages for past, present and future infringements of the IP Rights, including the right to compromise, sue for and collect such profits and damages, and Purchaser does hereby accept assignment of the IP Rights from Sellers.

2. Domain Name and Social Networking Transfers. The parties acknowledge that in order to effect the assignment and transfer of registration of any domain names and social networking identifiers listed on Exhibit A (collectively referred to as “Domain Names”), the parties must follow certain procedures stipulated by the relevant registrar or website operator (the “Transfer Procedures”). If any further documents or agreements are required to be executed by the parties to carry out the Transfer Procedures, such documents or agreements shall form a part of this IP Assignment. The parties agree to cooperate fully with each other and to promptly take all reasonably necessary actions in order to comply with the Transfer Procedures so as to effect the

transactions contemplated in this IP Assignment, including Sellers directing any domain name registrar to release and unlock any Domain Names and, upon notice from the registrar that such Domain Names have been unlocked, promptly requesting that the Domain Names be transferred to Purchaser. In the event that it is not possible to transfer ownership of any social networking identifiers included in the Domain Names, then the parties will work together to accomplish an informal, unofficial transfer, such as Sellers providing Purchaser with appropriate user names and passwords. If it is impossible to complete a transfer, formally or informally, of any such social networking identifiers, then Sellers shall take all reasonable necessary steps as requested by Purchaser to delete such social networking identifier(s) at issue. In the event that Sellers are unable to delete any of the social networking identifiers included in the Domain Names as requested by Purchaser, Sellers agree to permanently cease the use of such social networking identifier(s).

3. Terms of IP Assignment. Sellers and Purchaser hereby agree and acknowledge that this IP Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement and does not create any additional representations or warranties or alter or amend any of the representations or warranties contained in the Purchase Agreement, nor shall this IP Assignment impair or diminish any of the rights or obligations of the parties to the Purchase Agreement, as set forth therein. In the event of any irreconcilable inconsistency between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Recordation. This IP Assignment has been executed and delivered by Sellers with the intention of recording the assignment herein, as applicable, with the U.S. Patent and Trademark Office and any other similar Government Entities throughout the world, and Purchaser shall have the right to record this IP Assignment with any applicable Government Entity so as to perfect its ownership of the IP Rights.

5. Further Assurances. Sellers covenant and agree, at Purchaser's expense, to execute and to deliver, at the reasonable request of Purchaser, such further instruments of transfer and assignment and to take such other action as Purchaser may reasonably request from time to time to more effectively consummate the transfers and assignments contemplated by this IP Assignment, and to take such other action as Purchaser may reasonably request of the Sellers from time to time, to perfect or record the right or title of Purchaser to the IP Rights transferred hereby.

6. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this IP Assignment.

7. Binding Effect. This IP Assignment shall be binding upon and shall inure to the benefit of Purchaser, Sellers and each of their respective successors and permitted assigns.

8. Governing Law; Forum; Waiver of Jury Trial. This IP Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this IP Assignment must be brought in any court of competent jurisdiction in the State of Delaware, and, by execution and delivery of this IP Assignment, each party (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Assignment, and (b) irrevocably waives any objection it may now or hereafter have as to the venue

of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each party waives the right to a jury trial with respect to any dispute related to this IP Assignment.

9. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or signed documents delivered by email or other electronic means shall be deemed to be original signed documents for all purposes hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, Sellers and Purchaser have executed this IP Assignment as of the date and year first above written.

**PURCHASER:**

**TRS-SESCO, LLC**

By:

Name:

Title:

  
\_\_\_\_\_  
Burton Hong

Secretary

*[Signature Page to IP Assignment]*

**SELLERS:**

**THERMAL RESOURCE SALES, INC.**

By:   
Name: Patrick J. McNamara, Jr.  
Title: President

**SUPERMARKET ENVIRONMENT SERVICES COMPANY**

By:   
Name: Patrick J. McNamara, Jr.  
Title: President

*[Signature Page to IP Assignment]*

**Exhibit A**

**Intellectual Property**

**Trademarks, trademark applications and registrations, service marks, service mark applications, trade names, and names by which the Sellers are known:**

1. “Thermal Resource Sales, Inc.”, “Supermarket Environment Services Company”, and “Supermarket Environment Services Co.” are the names by which the Sellers are known, respectively.
2. Any TRS and SESCO logos.
3. “SESCO” Service Mark, United States Patent & Trademark Office Registration Number 2851705, Class 42.
4. “SESCO DESIGN” Service Mark, United States Patent & Trademark Office Registration Number 3083162, Class 42.

**Material copyrights and copyright applications and registrations:**

1. No registered copyrights.
2. Any non-registered copyrights in the following material:
  - a. The content contained in TRS’s website at <https://trs-hvac.com/>.
  - b. The content contained in SESCO’s website at <https://sescohvac.com/>.
  - c. Marketing and other promotional materials, including but not limited to, catalogs, job cards and service orders prepared by the Sellers.

**Domain names and websites:**

1. mcnamara-co.com
2. SESCO-hvac.com
3. SESCOhvac.com
4. trs-hvac.com
5. trs-SESCO.com
6. trs-SESCO.info
7. trshvac.com
8. trsSESCO.com
9. trsSESCO.net

**Social media:**

1. <https://www.linkedin.com/company/thermalresourcesales/>
2. <https://www.linkedin.com/company/supermarket-environment-services-company/>

**Patents and patent applications:**

1. HVAC system and method for conditioning air, United States Patent Number 6755035.

**Any trade secrets or other proprietary rights.**