

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Headgate LLC		03/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACR Electronics, Inc.		
Street Address:	5757 Ravenswood Road		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33312		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5192277	BIVY	
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:	5136516800		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Matthew D. Delaney c/o Frost Brown Todd		
Address Line 1:	3300 Great American Twr., 301 E. 4th St.		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Matthew D. Delaney		
SIGNATURE:	/Matthew D. Delaney/		
DATE SIGNED:	07/27/2021		
Total Attachments: 5			
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OP \$40.00 5192277

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”) is made and entered into this 1st day of March, 2021 by HEADGATE LLC, a Delaware limited liability company (“**Seller**”), in favor of ACR ELECTRONICS, INC., a Florida corporation (“**Buyer**”).

WHEREAS, Seller, Buyer and certain other parties have entered into that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the date hereof, whereby Seller agreed to sell, convey, assign, transfer and deliver to Buyer, and Buyer agreed to purchase and acquire, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and other applicable entities.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications, as well as all unregistered trademarks, trade names, service marks and other source indicia set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the unregistered copyrights and copyright registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in

the United States Copyright Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to as may be reasonably requested by Buyer, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, to the extent necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Governing Law. This IP Assignment, and any claims that arise out of or result from this Assignment Agreement, will be governed by and construed under the laws of the State of New York without regard to any conflicts of laws principles that would require the application of any other law.

4. Successors and Assigns. No party may assign any of its rights or delegate any of its obligations under this IP Assignment without the prior written consent of the other party, except that Buyer may assign its rights and delegate its obligations to any of its affiliates. Subject to the preceding sentence, this IP Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

5. Modification. The terms and provisions of this IP Assignment may not be changed, modified, amended or altered, except by a writing executed by the party against whom such change, modification, amendment or alteration is sought to be enforced.

6. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is only intended to affect the assignment of the Assigned IP pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall govern.

7. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this IP Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this IP Assignment as to the parties.

[Remainder of page intentionally left blank]

[Signature page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007427 FRAME: 0820

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first written above.

SELLER:

HEADGATE LLC

DocuSigned by:
Vance L Cook
By: 36429A1E00A94EE
Name: Vance Cook
Title: President

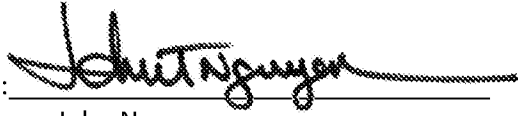
[Signature page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007427 FRAME: 0821

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first written above.

BUYER:

ACR ELECTRONICS, INC.

By: 

Name: John Nguyen

Title: President

[Signature page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007427 FRAME: 0822

SCHEDULE 1
ASSIGNED TRADEMARKS

Unregistered Mark(s)

Mark	First Use in Commerce	Goods or Services	Geographic Extent of Use
BIVYSTICK	June 2018	Goods	USA
BIVY STICK	June 2020	Goods	Global
STICK	June 2020	Goods	Global
BIVY STICK BLUE	June 2020	Goods	Global
BIVY STICK ORANGE	June 2020	Goods	Global
GEAR DASH	June 24, 2019	Services	USA

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
BIVY	USA	5,192,277	April 25, 2017

Trademark Applications

None.