

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
5 Alarm Fire & Safety Equipment, LLC		07/01/2021	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	MacQueen Equipment, LLC		
Street Address:	1125 7th Street East		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55106		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6071461	HYDRO EXPRESS	
Registration Number:	6066162	FIREFIGHTER EXPRESS	
Registration Number:	6051895	FIRE STRONG	
Registration Number:	3610770	5 ALARM	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	DUNCAN POIRIER		
Address Line 1:	200 PUBLIC SQUARE		
Address Line 2:	SUITE 2300		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	49148-13		
NAME OF SUBMITTER:	Duncan Poirier		
SIGNATURE:	/Duncan Poirier/		
DATE SIGNED:	11/23/2021		
Total Attachments: 4			

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Agreement") is entered into as of July 1, 2021, by and between 5 Alarm Fire & Safety Equipment, LLC, a Wisconsin limited liability company ("Assignor") and MacQueen Equipment, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, the Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") pursuant to which the Assignor acquired certain assets from the Assignee.

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor agreed to, among other things, sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title, and interest in and to the Purchased IP, including, but not limited to, (i) all of Assignor's right, title, and interest in and to the domain names set forth in Schedule A attached hereto (the "Domain Names"); (ii) the trademarks set forth in Schedule A attached hereto; and (iii) all goodwill associated with any of the foregoing.

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Purchased IP.

WHEREAS, as a condition to the closing of the transactions contemplated under the Purchase Agreement, each of the Parties has agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor and Assignee hereby covenant and agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment of Purchased IP. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee all right, title and interest in and to the Purchased IP, free and clear of any Encumbrance, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Purchased IP, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

3. Further Assurances. Assignor shall take all further lawful actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance that Assignee reasonably may deem appropriate to effectuate the purposes of this Assignment, including, but not limited to, effectuating the transfer of the possession and control of the Domain Names to Assignee with the registrar of the Domain Names, and taking any steps and completing any documents or forms that may be required by each registrar, including, as necessary, executing said documents or forms in the presence of an authorized notary public and

delivering such documents or forms properly executed to the registrar and distributing copies of the completed and receipted registrar transfer documents to the parties to this Assignment.

4. Purchase Agreement Controlling. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, or modify any of the obligations, agreements, covenants, or warranties of Assignor or Assignee contained in the Purchase Agreement.

5. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile of any executed counterpart transmitted electronically by e-mail or fax shall be as binding as an original signature.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the same law governing the Purchase Agreement without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Venue for any proceeding, judicial or otherwise, concerning this Agreement shall be the same venue as required or permitted under the Purchase Agreement.

7. General. If any provision of this Assignment is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Assignment, all of which will remain in full force and effect. No waiver of any terms of this Assignment will be deemed a further or continuing waiver of such term or any other term. Any changes to this Assignment must be made in writing and signed by an authorized representative of both parties.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be duly executed as of the day and year first-above written.

ASSIGNOR:

**5 Alarm Fire & Safety Equipment, LLC, a
Wisconsin limited liability company**

By: _____

Name: Gerry Fleischer

Title: President

ASSIGNEE:

**MacQueen Equipment, LLC, a Delaware limited
liability company**

By: _____

Name: Dan Gage

Title: President

[Signature Page to Intellectual Property Assignment]

Schedule A

1. Domain Names

a. <https://www.5alarm.com/>

2. Trademarks

Trademark	Country	Filed	Serial No.	Reg. Date	Reg. No.	Status	Owner	Recorded Liens?
HYDRO EXPRESS	US	09/17/19	88619804	06/02/20	6071461	Registered	5 Alarm Fire & Safety Equipment, LLC	No
FIREFIGHTER EXPRESS	US	09/17/19	88619823	05/26/20	6066162	Registered	5 Alarm Fire & Safety Equipment, LLC	No
FIRE STRONG	US	09/10/19	88611348	05/12/20	6051895	Registered	5 Alarm Fire & Safety Equipment, LLC	No
5 ALARM (Stylized)	US	06/20/08	76690715	04/28/09	3610770	Registered	5 Alarm Fire & Safety Equipment, LLC	No