TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM694349

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Enespro, LLC		11/30/2021	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	National Safety Apparel, Inc.	
Street Address:	15825 Industrial Parkway	
City:	Cleveland	
State/Country:	OHIO	
Postal Code:	44135	
Entity Type:	Corporation: OHIO	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5639531	ENESPRO
Registration Number:	5639530	ENESPRO

CORRESPONDENCE DATA

Fax Number: 2163634588

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.

Phone: 2163634677

Email: dpoirier@beneschlaw.com

Correspondent Name: DUNCAN POIRIER 200 PUBLIC SQUARE Address Line 1:

Address Line 2: **SUITE 2300**

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	27349-193
NAME OF SUBMITTER:	Duncan Poirier
SIGNATURE:	/Duncan Poirier/
DATE SIGNED:	12/13/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") effective as of November 30, 2021, is entered into by and between Enespro, LLC, an Illinois limited liability company (the "Assignor"), and National Safety Apparel, Inc., an Ohio corporation (the "Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, effective as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee all of its rights, title and interests in all marketing materials and all trademarks, logos and registrations and renewals thereof, all applications for any of the foregoing and all trade names, names or slogans as they relate to the Acquired Assets, including but not limited to those described on Exhibit A, attached hereto, (collectively, the "Intellectual Property Assets").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Definitions</u>. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
- 2. <u>Assignment</u>. Assignor hereby sells, assigns, and transfers to Assignee and Assignee's representatives, successors and assigns, all of the Intellectual Property Assets (including, but not limited to, all trademarks, together with the goodwill associated therewith, and other intellectual property rights contained therein), and Assignee hereby agrees to accept such sale, assignment, and transfer.
- 3. <u>Terms of the Purchase Agreement</u>. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Intellectual Property Assets are incorporated herein by this reference. 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 hereof, the terms of the Purchase Agreement shall govern.
- 4. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule of any other jurisdiction.
- 5. <u>Further Assurances</u>. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.
- 6. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same

agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. <u>Binding Effect</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties and their representatives, successors, and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have the date first above written.	executed this Assignment to be effective as of
ASSIGNOR: ENESPRO, LLC	
By: Name: P. Enright Name: Title: CEO	
STATE OF) SS:	
COUNTY OF)	michael P.
On this O day of November 2021 before me a of Enespro, LLC, who acknowled	inneared Emily &
of Enespro, LLC, who acknowled act on behalf of Enespro, LLC.	lged that he/she signed this instrument as a free
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
OFFICIAL SEAL	Dress Forms
RENE FARBO NOTARY PUBLIC - STATE OF ILLINOIS	Notary Public:
MY COMMISSION EXPIRES:07/09/23	My commission expires: 07-07-2033

[Signature Page to Intellectual Property Assignment Agreement]

ASSIGNEE: NATIONAL SAFETY APPAREL, INC.

By:

Name: Charles L. Grossman, Jr.

Title: President

STATE OF ONIO

COUNTY OF (wyahaga

On this 30 day of Normal 2021 before me appeared (Way & Gross Known to me to be President of National Safety Apparel, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of National Safety Apparel, Inc.

My comm

OLIVIA L BRIDG

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK** REEL: 007527 FRAME: 0415

**RECORDED: 12/13/2021**