

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANNER ENGINEERING & SALES, INC.		04/22/2022	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	ASPEQ HEATING GROUP LLC		
Street Address:	425 Hanley Industrial Court		
City:	Brentwood		
State/Country:	MISSOURI		
Postal Code:	63144		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4028905	TRACEFREE	
CORRESPONDENCE DATA			
Fax Number:	5136024386		
<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:	513-929-3413		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	John M. Mueller		
Address Line 1:	312 Walnut Street		
Address Line 2:	Suite 3200		
Address Line 4:	Cincinnati, OHIO 45202-4074		
ATTORNEY DOCKET NUMBER:	119930.000004		
NAME OF SUBMITTER:	John M. Mueller		
SIGNATURE:	/John M. Mueller/		
DATE SIGNED:	04/25/2022		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("*Assignment*"), effective as of the 22nd day of April, 2022 (the "*Effective Date*"), is made by and between BANNER ENGINEERING & SALES, INC., a Michigan corporation ("*Assignor*"), and ASPEQ HEATING GROUP LLC, a Delaware limited liability company ("*Assignee*"), sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*."

WHEREAS, Assignor has adopted, used, is using, and is the owner of the trademark and the applications and registrations for TraceFREE Reg. No 4,028,905, Serial No. 85-270,052 (the "*Trademark*"); and

WHEREAS, Assignee desires to acquire all right, title, and interest, free from all liens, restrictions, and limitations, in and to the Trademark, and Assignor desires to assign the Trademark to Assignee, upon the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the premises recited above, the Parties' mutual undertakings, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:


Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and its successors and assigns, all right, title, and interest in, to and under the Trademark, together with any and all applications and registrations therefor, together with all goodwill symbolized by and associated with the Trademark and of the business in connection with which the Trademark were or are used, free and clear of all liens, claims, charges, and encumbrances of any kind whatsoever, to have and to hold forever, along with any and all claims and causes of action (and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable), arising from and/or relating to the infringement, misappropriation, or other violation of any right in any of the Trademark, whether prior to or subsequent to the Effective Date, to the fullest extent permitted by law.

Assignor shall promptly, upon the request of Assignee and/or its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may reasonably request to permit the recordation of the assignment made by this instrument or of any other documents Assignee or any of its successors or assigns may reasonably deem necessary or advisable to effectuate the terms and intent of this Assignment.

THE PARTIES hereto have caused this Assignment to be duly executed as of the day and year first written above.

BANNER ENGINEERING & SALES, INC.,
a Michigan Corporation

ASPEQ HEATING GROUP LLC, a Delaware
Limited Liability Company

By: 
Its: MICHAEL DAY
President

By: DAVID SMITH
Its: PRESIDENT AND CHIEF EXECUTIVE
OFFICER

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WHEREAS, Assignor has adopted, used, is using, and is the owner of the trademark and the applications and registrations for TraceFREE Reg. No 4,028,905, Serial No. 85-270,052 (the “*Trademark*”); and

WHEREAS, Assignee desires to acquire all right, title, and interest, free from all liens, restrictions, and limitations, in and to the Trademark, and Assignor desires to assign the Trademark to Assignee, upon the terms and conditions set forth hereinafter.

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BANNER ENGINEERING & SALES, INC.,
a Michigan Corporation

ASPEQ HEATING GROUP LLC, a Delaware
Limited Liability Company

By: J. MICHAEL DAY
Its: President

David A Smith

By: DAVID SMITH
Its: PRESIDENT AND CHIEF EXECUTIVE
OFFICER