

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quality Aluminum Products, Inc.		08/08/2022	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Quality Aluminum Acquisition, LLC		
Street Address:	429 S. Michigan Ave.		
City:	Hastings		
State/Country:	MICHIGAN		
Postal Code:	49058		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3357242	FLOWVENT	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	2484337200		
Email:	dwtrademarks@dickinson-wright.com		
Correspondent Name:	DICKINSON WRIGHT PLLC		
Address Line 1:	2600 West Big Beaver		
Address Line 2:	Suite 300		
Address Line 4:	Troy, MICHIGAN 48084		
NAME OF SUBMITTER:	Craig A. Phillips		
SIGNATURE:	/Craig A. Phillips/		
DATE SIGNED:	08/10/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”), effective as of August 8, 2022 (the “**Effective Date**”), is made by Quality Aluminum Products, Inc. (“**Assignor**”), a Michigan Corporation, having an address of 14544 Telegraph Road, P.O. Box 668, Flat Rock, MI 48134, in favor of Quality Aluminum Acquisition, LLC (“**Assignee**”), a Delaware limited liability company, having an address of 429 S. Michigan Ave., Hastings, MI 49058.

WHEREAS, the Assignor has conveyed, transferred, and assigned to Buyer, among other certain trademarks and service marks, as listed in **Schedule 1** (the “**Trademarks**”), and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, The parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Trademarks, and Assignee shall hold and enjoy the Trademarks as fully and entirely as Assignor would have had this assignment not been made. With specific regards to the Trademarks listed on **Schedule 1**, such Trademarks are hereby assigned together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks. The foregoing assignment of the Trademarks shall include (a) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (b) 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 (c) 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, and at any time upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Intellectual Property to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, 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.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment, effective as of the Effective Date.

Quality Aluminum Products, Inc.

By Robert F. Clark

Name: Robert F. Clark

Title: CEO and President

SCHEDULE 1

ASSIGNED INTELLECTUAL PROPERTY

“Trademarks” means (a) trademarks, service marks, logos, trade dress and trade names, and domain names indicating the source of goods or services, (b) all goodwill associate with any of the foregoing, (c) any of the listed trademarks, service marks, or logos below, and (d) all rights in and to any of the foregoing

Listed Trademarks:

1. **US Trademark Registration No. 3,357,242 for FLOWVENT**

4896-0822-8653 v2 [69758-12]