

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FBI Buildings, Inc.		09/01/2021	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Bahler IP, LLC		
Street Address:	3823 W 1800 S		
City:	Remington		
State/Country:	INDIANA		
Postal Code:	47977		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6456274	QLYFT	
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:	3177777920		
Email:	patents@gutweinlaw.com		
Correspondent Name:	Tyler B. Droste		
Address Line 1:	200 S. Meridian St.		
Address Line 2:	Suite 420		
Address Line 4:	Indianapolis, INDIANA 46225		
NAME OF SUBMITTER:	Tyler B. Droste		
SIGNATURE:	/Tyler B. Droste/		
DATE SIGNED:	08/11/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of September 1, 2021, is by and between FBI Buildings, Inc., an Indiana Corporation ("Assignor"), to Bahler IP, LLC, a Delaware Limited Liability Company("Assignee").

Assignor is the owner of certain trademark applications and registrations listed on the attached Schedule A (the "Assigned Trademarks");

The Assignor's affiliate and Assignee have entered into a Purchase Agreement ("Purchase Agreement") pursuant to which Assignor is selling certain assets to Assignee, including the Assigned Trademarks; and

Pursuant to the Purchase Agreement, the Assignee has acquired all right, title and interest in and to the Assigned Trademarks, and the parties wish to record such acquisition in the United States Patent and Trademark Office.

THEREFORE, for good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is here acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of this date, and pursuant to the Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of the Assignor in and to: (i) the trademarks and trademark applications set forth in the attached Schedule A, together with the goodwill of the business symbolized by the Assignment; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Assigned Trademarks; (iv) all income, royalties, damages, claims, and payments now or in the future due or payable under and with respect to the Assigned Trademarks, including, without limitation, damages, claims, and payments for past and future infringements of the Assigned Trademarks; (v) all rights to sue for past, present, and future infringements of the above, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the above throughout the world; and (vii) the right to assign the rights conveyed here, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. Governing Law. This Assignment will be governed by, and construed in accordance with the laws of the state of Indiana without giving effect to the conflict of laws rules thereof.

3. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

4. Miscellaneous. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms will not modify the applicable terms and conditions of the Purchase Agreement.

5. Further Assurances. Assignor agrees at Assignee's expense to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee, to effectuate this Assignment.

The parties are signing this agreement on the date stated in the introductory clause.

ASSIGNOR:

FBI BUILDINGS, INC.

DocuSigned by:
Ed Bahler
By: _____
Edwin L. Bahler, CEO

**SCHEDULE A
MARKS**

Mark	Country	Registration Number
QLYFT	United States	6456274