

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amerex Corporation		10/31/2022	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	JFS Holdings, LLC		
Street Address:	PO Box 3848		
City:	Evansville		
State/Country:	INDIANA		
Postal Code:	47736		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77456197	JANUS FIRE SYSTEMS	
Serial Number:	77567474	JANUS DESIGN SUITE	
CORRESPONDENCE DATA			
Fax Number:	8124233184		
<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:	812-423-3183		
Email:	ahollen@kddk.com		
Correspondent Name:	Kahn, Dees, Donovan & Kahn, LLP		
Address Line 1:	501 Main Street, Suite 305		
Address Line 2:	Attn: Ashley R. Hollen		
Address Line 4:	Evansville, INDIANA 47708		
NAME OF SUBMITTER:	Ashley R. Hollen		
SIGNATURE:	/Ashley R. Hollen/		
DATE SIGNED:	11/01/2022		
Total Attachments: 5			
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OP \$65.00 77456197

ASSIGNMENT OF TRADEMARK

This Trademark Assignment Agreement (this “Agreement”), dated as of October 31, 2022 (the “Effective Date”), is by and between JFS Holdings, LLC, an Indiana limited liability company (the “Buyer”), and Amerex Corporation, an Alabama corporation (the “Seller”).

RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated as of the Effective Date (the “Purchase Agreement”), by and among Buyer and Seller (collectively, the “Parties”), Seller agreed to sell, convey, grant, assign, transfer, and deliver to Buyer, and Buyer agreed to purchase and acquire from Seller, free and clear of all Encumbrances (other than the Permitted Encumbrances), all of Seller’s right, title, and interest in and to the trademarks (the “Trademarks”) included in the Purchased Assets.

B. The Parties are entering into this Agreement to evidence the sale, conveyance, grant, assignment, transfer, and delivery of the Trademarks included in the Purchased Assets by Seller to Buyer.

AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

1. In consideration of the Purchase Price, the receipt and sufficiency of which is hereby acknowledged, effective as of the Closing and subject to the terms set forth in the Purchase Agreement, Seller hereby sells, conveys, grants, assigns, transfers, and delivers to Buyer, and Buyer hereby purchases and acquires from Seller, free and clear of all Encumbrances (other than the Permitted Encumbrances), all of Seller’s right, title, and interest in and to (i) the Trademarks included in the Purchased Assets, (ii) the goodwill of the Business symbolized by the Trademarks included in the Purchased Assets, (iii) any Proceeding, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive relief and other legal and equitable relief for past, present, and future infringement of the Trademarks included in the Purchased Assets, and (iv) any common law rights of Seller to the Trademarks included in the Purchased Assets. Seller hereby agrees that, for any of the Trademarks intended to be sold, conveyed, granted, assigned, transferred, or delivered to Buyer pursuant to this Agreement and title to which does not pass to Buyer pursuant to this Agreement or any sales, conveyances, grants, assignments, transfers, or deliveries that are from time to time executed and delivered pursuant to this Agreement, Seller shall hold the same in trust for Buyer, its successors and assigns, to sell, convey, grant, assign, transfer, and deliver as Buyer directs from time to time. The Seller shall execute and deliver, at the reasonable request of Buyer, such further instruments of sale, conveyance, grant, assignment, transfer, and delivery, and take such other actions, as Buyer reasonably requests to more effectively consummate the Transactions.

2. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to record the assignment of the Trademarks, whether registered or not, set forth on Exhibit A, of Seller to, and for the sole use and benefit of, Buyer, its successors, assigns, nominees, or legal Representatives.

3. The terms of the Purchase Agreement are not superseded by this Agreement, but remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

4. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will be, as to that jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the greatest extent possible.

5. The Parties are permitted to execute this Agreement in one or more counterparts, each of such counterparts will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com and www.simplyagree.com) constitutes effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com and www.simplyagree.com) are deemed to be their original signatures for all purposes.

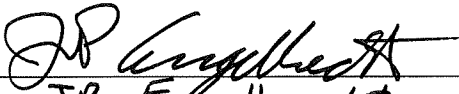
6. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

[Signature Page Follows]

Each of the Parties, intending to be legally bound, has caused an authorized Representative of such Party to duly execute and deliver this Agreement on behalf of such Party, as of the Effective Date.

BUYER:

JFS Holdings, LLC

By: 
Name: JP Engelbrecht
Title: Manager

SELLER:

Amerex Corporation

By: _____
Name: Harrison Bishop
Title: President

[Signature Page to Trademark Assignment Agreement]

Each of the Parties, intending to be legally bound, has caused an authorized Representative of such Party to duly execute and deliver this Agreement on behalf of such Party, as of the Effective Date.

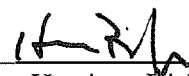
BUYER:

JFS Holdings, LLC

By: _____
Name: _____
Title: _____

SELLER:

Amerex Corporation

By:  _____
Name: Harrison Bishop
Title: President

[Signature Page to Trademark Assignment Agreement]

Exhibit A

Business IP Rights

Trademark	Country	Status	Application Date	Ser. No.	Registration Date	Registration No.	Owner
JANUS FIRE SYSTEMS	US	Registered	Apr-23-2008	77456197	Sep-29-2009	3690170	Amerex Corporation
Janus Design Suite	US	Registered	9/11/2008	77567474	12/08/2009	3723435	Amerex Corporation