

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BBC Industries, Inc.		02/15/2023	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Aspeq Financing LLC		
Street Address:	425 Hanley Industrial Court		
City:	Brentwood		
State/Country:	MISSOURI		
Postal Code:	63144		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2038810	BLACK BODY	
Registration Number:	4303102	DIGI-DRI	
Registration Number:	5795149	DUALFORCE	
Registration Number:	3048255	THERMAZONE	
Registration Number:	1553627	BELL FIVE	
Registration Number:	1505746	BLACK BODY	
Registration Number:	1651427	BLACK FLASH	
Registration Number:	1162630	DUALFORCE	
Registration Number:	1758190	THERMAZONE	
CORRESPONDENCE DATA			
Fax Number:	2028611783		
<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:	202-861-1524		
Email:	tnoel@bakerlaw.com		
Correspondent Name:	Megan Mischler		
Address Line 1:	1050 Connecticut Ave., NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Megan Mischler		

CH \$240.00 2038810

SIGNATURE:	/Megan Mischler/
DATE SIGNED:	02/17/2023
Total Attachments: 4 source=BBC assignment#page1.tif source=BBC assignment#page2.tif source=BBC assignment#page3.tif source=BBC assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“*Assignment*”), effective as of the 15th day of February, 2023 (the “*Effective Date*”), is made by and between **BBC INDUSTRIES, INC.**, a Missouri corporation (“*Assignor*”), and **ASPEQ FINANCING LLC**, a Delaware limited liability company (“*Assignee*”), sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.” Capitalized terms not defined when first used in this Assignment are used herein with the meanings given to such terms in the Asset Purchase Agreement, of even date herewith, between Assignor and Assignee and certain other parties thereto (the “Purchase Agreement”).

WHEREAS, Assignor has adopted, used, is using and is the owner of the trademark applications and registrations for listed in the attached Exhibit A (the “*Trademarks*”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, free and clear of any Encumbrances, other than Permitted Encumbrances, among other assets, all of Assignor’s right, title and interest in and to the Trademarks and has agreed to execute and deliver this Assignment.

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:

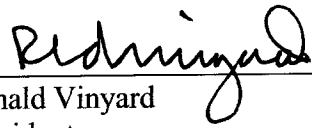
Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and its successors and assigns, all right, title, and interest in, to and under the Trademarks, together with any and all applications and registrations therefor, together with all goodwill symbolized by and associated with the Trademarks and of the business in connection with which the Trademarks were or are used, free and clear of all Encumbrances, other than Permitted Encumbrances, 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 Trademarks, whether prior to or subsequent to the Effective Date, to the fullest extent permitted by law.

Assignor shall within a reasonable time , 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, all without any cost to Assignor. Notwithstanding anything to the contrary herein, no provision of this Assignment shall in any way modify, replace, amend, change, rescind, waive or in any way affect the express provisions set forth in the Purchase Agreement, this Assignment being intended solely to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement.

[Signature Page Follows]

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

BBC INDUSTRIES, INC. (Assignor)

By: 
Name: Ronald Vinyard
Title: President

ASPEQ FINANCING LLC (Assignee)

By: _____
Name: David Smith
Title: President and Chief Executive Officer

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

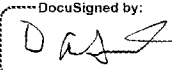
BBC INDUSTRIES, INC. (Assignor)

By: _____

Name: Ronald Vinyard

Title: President

ASPEQ FINANCING LLC (Assignee)

By:  _____
DocuSigned by:
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Name: David Smith

Title: President and Chief Executive Officer

EXHIBIT A

Trademark	Owner	Jurisdiction	Registration Number	Registration Date
BLACK BODY AND DESIGN	BBC INDUSTRIES, INC.	UNITED STATES	2038810	2/18/1997
DIGI-DRI	BBC INDUSTRIES, INC.	UNITED STATES	4303102	3/19/2013
DUALFORCE	BBC INDUSTRIES, INC.	UNITED STATES	5795149	7/2/2019
THERMAZONE	BBC INDUSTRIES, INC.	UNITED STATES	3048255	1/24/2006
BELL FIVE	BBC INDUSTRIES, INC.	UNITED STATES	1553627	8/29/1989
BLACK BODY	BBC INDUSTRIES, INC.	UNITED STATES	1505746	9/27/1988
BLACK FLASH	BBC INDUSTRIES, INC.	UNITED STATES	1651427	7/23/1991
DUALFORCE	BBC INDUSTRIES, INC.	UNITED STATES	1162630	7/28/1981
THERMAZONE	BBC INDUSTRIES, INC.	UNITED STATES	1758190	3/16/1993