

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807652

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900760361		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Energy Conservation Insulation Company		05/01/2022	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QC Oregon Contracting, LLC		
<b>Street Address:</b>	2351 Button Gwinnett Drive, STE 800		
<b>City:</b>	Doraville		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30340		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6721146	ECI	
<b>Registration Number:</b>	6495359	ENERGY CONSERVATION INSULATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8046440957		
<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>			
<b>Phone:</b>	8047719500		
<b>Email:</b>	trademarks@hirschlerlaw.com		
<b>Correspondent Name:</b>	Robert P. Henley, III		
<b>Address Line 1:</b>	P.O. Box 500		
<b>Address Line 4:</b>	Richmond, UNITED STATES 23218-0500		
<b>ATTORNEY DOCKET NUMBER:</b>	046134.00012		
<b>NAME OF SUBMITTER:</b>	Robert P. Henley, III		
<b>SIGNATURE:</b>	/Robert P. Henley, III/		
<b>DATE SIGNED:</b>	05/03/2023		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*IP Assignment*"), dated as of May 1, 2022, is made by ENERGY CONSERVATION INSULATION COMPANY, an Oregon corporation ("*Assignor*"), in favor of QC OREGON CONTRACTING, LLC, a Delaware limited liability company ("*Assignee*"), the acquirer of certain assets of Assignor pursuant to an Asset Purchase and Contribution Agreement dated as of even date herewith by and among Assignor, Assignee and the other parties thereto (the "*Purchase Agreement*"). Unless otherwise indicated, capitalized terms used but not otherwise defined in this IP Assignment shall have the meanings assigned to them in the Purchase Agreement.

### RECITALS

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell and transfer to Assignee and Assignee has agreed to acquire from Assignor, certain assets, including intellectual property, of Assignor; and

WHEREAS, Assignor has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office (the "*USPTO*") and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "*Assigned IP*"):

(a) the Intellectual Property owned by Assignor set forth on Schedule 1, hereto, together with the goodwill of the business associated with the use of, and which is symbolized by, such Intellectual Property; and

(b) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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 Patents and the Commissioner for Trademarks in the USPTO, 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 IP Assignment upon request by Assignee. Following the date hereof, 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 Assigned IP to Assignee, or any assignee or successor thereto.

3. Relationship to Purchase Agreement. This IP Assignment is being delivered pursuant to the Purchase Agreement and shall be construed consistently therewith. This IP Assignment is not intended to, and does not, in any manner enhance, diminish, or otherwise modify the rights and obligations of the parties under the Purchase Agreement. To the extent that any provision of this IP Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Counterpart Copies. This IP Assignment may be executed in two or more counterparts (delivery of which may be by facsimile, or via email as a portable document format (.pdf)), each of which will be deemed an original, and it will not be necessary in making proof of this IP Assignment or the terms of this IP Assignment to produce or account for more than one of such counterparts.

5. Governing Law. This IP Assignment shall be interpreted and enforced in accordance with the Laws of the United States and the State of Delaware, without regard to any conflicts of law provisions or principles thereof to the contrary (whether of the State of Delaware or any other jurisdiction).

6. Severability. Whenever possible, each provision of this IP Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this IP Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this IP Assignment.

7. Assignment; Successors and Assigns. This IP Assignment shall inure to the benefit of, and be binding on the parties hereto and their respective successors and permitted assigns.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, each of Assignor and Assignee has caused its duly authorized representative to execute this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

ENERGY CONSERVATION INSULATION  
COMPANY, an Oregon corporation

By: Will E. Lebeda  
Will E. Lebeda, President

ASSIGNEE:

QC OREGON CONTRACTING, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Joseph H. Carrington, CEO

*[Signature Page to IP Assignment Agreement -- ECI]*

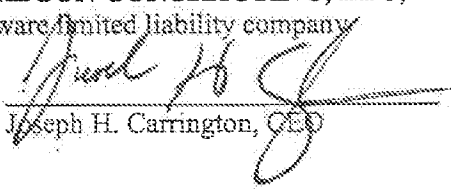
TRADEMARK  
REEL: 008058 FRAME: 0005

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ASSIGNOR: ENERGY CONSERVATION INSULATION  
COMPANY, an Oregon corporation

By: \_\_\_\_\_  
Will E. Lebeda, President

ASSIGNEE: QC OREGON CONTRACTING, LLC,  
a Delaware limited liability company

By:   
Joseph H. Carrington, CEO

*[Signature Page to IP Assignment Agreement – ECI]*

SCHEDULE 1

Assigned IP

Mark	Application No.	Filed	Registration No.
ECI	90259877	10/16/20	6721146
ENERGY CONSERVATION INSULATION	90259742	10/16/20	6495359