

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Howden USA Company		10/26/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FM AF, LLC		
Street Address:	3803 Bedford Avenue		
Internal Address:	Suite 106		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4409487	AMERICAN FAN COMPANY	
Registration Number:	5305022	GARDEN CITY	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927707		
Email:	enewby@fredlaw.com		
Correspondent Name:	Emma Newby		
Address Line 1:	60 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	086686.0001		
NAME OF SUBMITTER:	Emma Newby		
SIGNATURE:	/Emma Newby/		
DATE SIGNED:	11/08/2023		
Total Attachments: 5			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (the “Assignment”), dated as of October 26, 2023, is being executed by Howden USA Company, a Delaware corporation (“Assignor”), in favor of FM AF, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, and the other parties thereto (the “Purchase Agreement”); and

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademarks and domain names set forth on Schedule A hereto (the “Assigned IP”); and

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to accept the assignment of all right, title, and interest of Assignor in and to the Assigned IP; and

WHEREAS, the parties desire to enter into this Assignment for the purposes of assigning all rights, title, and interests in the Assigned IP and all goodwill related to or symbolized by such Assigned IP from Assignor to Assignee and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. trademark offices, and any domain name registrar, as applicable.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby irrevocably transfers, assigns, conveys, and delivers to Assignee, and Assignee accepts all right, title, and interest of Assignor, in and to, the Assigned IP, including without limitation any and all associated (a) goodwill symbolized thereby; (b) rights to sue and the right to 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, including the right to settle suits involving claims and demands for royalties owing; (c) 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, and (d) rights to assign the rights conveyed herein, 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. This Assignment is absolute, exclusive, and irrevocable.

2. Domain Name Transfer. With respect to the domain names set forth on Schedule A (the “Domain Names”), Assignor agrees to take all actions reasonably necessary to transfer the Domain Names to Assignee, including unlocking the Domain Names, and providing Assignee with the authorization code for the Domain Names and any other information necessary to effectuate the transfer of Assignor’s right, title, and interest in the Domain Names to Assignee.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date hereof, 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 necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

4. Successors and Assigns. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to principles of conflicts of law).

6. Severability. If any term, provision, covenant, or condition of this Assignment, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be modified as necessary and the remainder of this Assignment and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.


7. 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. This Assignment may be amended, modified, or supplemented only by a written agreement signed by Assignor and Assignee.

8. Entire Agreement. This Assignment, together with the Purchase Agreement and any other agreement entered into in connection therewith, constitutes the entire agreement between Assignor and Assignee with respect to the subject matter hereof. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

HOWDEN USA COMPANY

By: 
Name: Jillian C. Evanko
Title: President and Chief Executive Officer

[Signatures Continue on Next Page]

Acknowledged and agreed:

FM AF, LLC

By: George Whittier
Name: George Whittier
Title: Chief Executive Officer

**Schedule A
Assigned IP**

Trademarks:

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Owner of Record	Legal Owner
AMERICAN FAN COMPANY	Mexico	1883068	4/26/2017	1830540	12/7/2017	Howden USA Company	Howden USA Company
AMERICAN FAN COMPANY	United States	85/598,768	4/16/2012	4,409,487	10/1/2013	Howden USA Company	Howden USA Company
GARDEN CITY - Wordmark	Canada	1,833,785	4/21/2017	TMA1023075	5/30/2019	Howden USA Company	Howden USA Company
GARDEN CITY - Wordmark	European Union	016001539	11/7/2016	016001539	4/6/2017	Howden USA Company	Howden USA Company
GARDEN CITY - Wordmark	United Kingdom	016001539	11/7/2016	UK00916001539	4/6/2017	Howden USA Company	Howden USA Company
GARDEN CITY - Wordmark	United States	87/227,212	11/4/2016	5,305,022	10/10/2017	Howden USA Company	Howden USA Company
GARDEN CITY - Wordmark	Mexico	1818298	11/8/2016	1730915	3/10/2017	Howden USA Company	Howden USA Company
GARDEN CITY - Wordmark	Mexico	1818295	11/8/2016	1730912	3/10/2017	Howden USA Company	Howden USA Company
GARDEN CITY - Wordmark	Mexico	1818296	11/8/2016	1730913	3/10/2017	Howden USA Company	Howden USA Company

Domain Names:

Domain Name	Registrar
americanfan.com	CSC Corporate Domains, Inc.
american-fan-usa.com	CSC Corporate Domains, Inc.
americanfancompany.com	CSC Corporate Domains, Inc.
americanfanusa.com	CSC Corporate Domains, Inc.