

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MetPro Limited		04/03/2019	Corporation: IRELAND
RECEIVING PARTY DATA			
Name:	Transcendia, Inc.		
Street Address:	9201 WEST BELMONT AVENUE		
City:	FRANKLIN PARK		
State/Country:	ILLINOIS		
Postal Code:	60131		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5454020	BIOTECH	
Registration Number:	5459500	BIOTECH - PROTECTED BY NATURE	
CORRESPONDENCE DATA			
Fax Number:	3122368176		
<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:	3122368500		
Email:	docket@cookalex.com		
Correspondent Name:	COOK ALEX LTD		
Address Line 1:	200 WEST ADAMS ST.		
Address Line 2:	SUITE 2004		
Address Line 4:	CHICAGO, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	1283-0984		
NAME OF SUBMITTER:	Paul M. Raya		
SIGNATURE:	/paul m. raya/		
DATE SIGNED:	01/16/2024		
Total Attachments: 8			
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PURCHASE AGREEMENT

PURCHASE AGREEMENT, dated as of April 3, 2019 (this “Agreement”), between Transcendia, Inc., an Illinois corporation (the “Buyer”), and MetPro Limited, a company incorporated and existing under the laws of the Republic of Ireland, having its registered office at Clash Industrial Estate, Tralee, Co. Kerry, Ireland, registered with the Companies Registration Office under no. 255846 (the “Seller”). In this Agreement, the Buyer and the Seller may be referred to collectively as the “parties” or each individually as a “party.”

WHEREAS, the Seller is the record and beneficial owners of _____, without par value (the “Common Shares”) of MetPro Group Inc., a Delaware corporation (the “Company”), representing 100% of the authorized and issued Common Shares of the Company; and

WHEREAS, the Seller desires to sell all of the Common Shares to the Buyer, and the Buyer desires to purchase the Common Shares from the Seller, for good and valuable consideration.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

**ARTICLE I
PURCHASE AND SALE**

Section 1.1 Purchase and Sale of the Common Shares. Upon the terms and subject to the conditions of this Agreement, at the Closing (as defined below), the Seller shall sell and deliver all of the Common Shares, free and clear of all liens, pledges, security interests and other encumbrances of any kind whatsoever (“Liens”) (other than Liens arising under applicable securities Laws), to the Buyer for an aggregate amount in cash equal to _____ (such amount, the “Purchase Price”).

Section 1.2 Closing. The sale and purchase of the Common Shares shall take place concurrently with the execution of this Agreement (the “Closing”) to be held electronically on the date hereof, or at such place or at such other time or on such other date as the Seller and the Buyer may mutually agree in writing. At the Closing, the Buyer shall deliver to the Seller (by wire transfer of immediately available funds to the account designated by the Seller) an amount equal to the Purchase Price. In connection with the sale, the Seller will cause the Company to provide the Buyer with a certification, in the form and manner set forth in U.S. Treasury Regulation Section 1.1445-2(c)(3), dated as of the date of Closing, to the effect that withholding of U.S. federal tax is not required upon a disposition of the Common Shares by the Seller.

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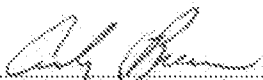
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[Signature page follows]

IN WITNESS WHEREOF, the Buyer and the Seller have caused this Agreement to be duly executed as of the date first written above.

BUYER:

TRANSCENDIA, INC.

By: 
Name: Andy Brewer
Title: President and Chief Executive Officer

SELLER:

METPRO LIMITED

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Buyer and the Seller have caused this Agreement to be duly executed as of the date first written above.

BUYER:

TRANSCENDIA, INC.

By: _____
Name:
Title:

SELLER:

METPRO LIMITED

By: Clara Looney
Name: CLARA LOONEY
Title: FINANCIAL CONTROLLER
& DIRECTOR

[Signature Page to Purchase Agreement]