

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI30190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DiversiTech Corporation		01/22/2024	Corporation: GEORGIA
RECEIVING PARTY DATA			
Company Name:	SimpleAir Care LLC		
Street Address:	3039 Premier Parkway		
Internal Address:	Suite 600		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30097		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4432936	SIMPLEAIR	
Registration Number:	4488840	SIMPLEAIR	
CORRESPONDENCE DATA			
Fax Number:	3128762837		
<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:	3142595807		
Email:	trademarks.us@dentons.com		
Correspondent Name:	Benjamin P. Harbuck		
Address Line 1:	P.O. Box 1302		
Address Line 4:	Chicago, ILLINOIS 60604		
ATTORNEY DOCKET NUMBER:	15257403.000004		
NAME OF SUBMITTER:	KATHERINE KRUTZSCH		
SIGNATURE:	KATHERINE KRUTZSCH		
DATE SIGNED:	02/15/2024		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of January 22, 2024, is made by DiversiTech Corporation ("Assignor"), a Georgia Corporation, located at 3039 Premiere Parkway, Suite 600, Duluth, Georgia 30097, in favor of SimpleAir Care LLC ("Assignee"), a Georgia Limited Liability Company, located at 3039 Premier Parkway, Suite 600, Duluth, Georgia 30097.

WHEREAS, Assignee is an wholly-owned subsidiary of Assignor;

WHEREAS, Assignor wishes to transfer certain of Assignor's trademarks to Assignee;

WHEREAS, Assignor and Assignee are executing and delivering this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) 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;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request and at Assignee's sole cost and expense, 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 Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts; Electronic Transmission. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

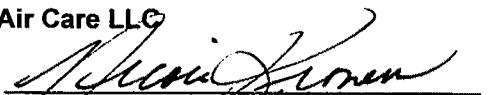
DiversiTech Corporation

By: 
Name: Nicole Kornee
Title: CEO
Address for Notices:

3039 Premiere Parkway, Suite 600, Duluth, Georgia 30097

AGREED TO AND ACCEPTED:


SimpleAir Care LLC

By: 
Name: Nicole Kornee
Title: CEO
Address for Notices:

3039 Premiere Parkway, Suite 600, Duluth, Georgia 30097

SCHEDULE 1
ASSIGNED TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
SIMPLEAIR	USA	4432936	November 12, 2013
	USA	4488840	February 25, 2014