

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM164322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEI Corporation, LLC		02/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Auto-Air Eiport, Inc.		
Street Address:	1401 VALLEY VIEW LANE SUITE 100		
City:	IRVING		
State/Country:	TEXAS		
Postal Code:	75061		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4821828	QCC	
Registration Number:	5362298	APEX	
Registration Number:	4825996	IDEAL AIR	
Registration Number:	4825995	IDEAL AIR	
Registration Number:	4027115	COOL STAR	
Registration Number:	3833911	TRUCK AIR PARTS	
Registration Number:	3861897	MEI CORPORATION	
Registration Number:	3833912	AIRSOURCE	
Registration Number:	3833913	MEI CORPORATION	
Registration Number:	3285386	TTA/C	
Registration Number:	3040762	MAG	
Registration Number:	3023468	AIR CONNECTION	
Registration Number:	3049620	AIR CENTRAL	
Registration Number:	3049621	ELITE AIR	
Registration Number:	2026259	AIRSOURCE	
Registration Number:	1827372	TRUCK AIR PARTS	
CORRESPONDENCE DATA			
Fax Number:			

CH \$415.00.00 86527374

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.

Phone: 2148557591
Email: zduffy@munsch.com
Correspondent Name: William Zac Duffy
Address Line 1: 500 N. Akard Street, Suite 4000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	015958.1
NAME OF SUBMITTER:	WILLIAM DUFFY
SIGNATURE:	WILLIAM DUFFY
DATE SIGNED:	03/01/2024

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), effective as of February 29, 2024 (the “**Effective Date**”), is by and between MEI Corporation, LLC, a Delaware limited liability company (“**Assignor**”), and Auto Air Export, Inc., a Texas corporation (“**Assignee**”). Assignor and Assignee may be referred to in this Agreement individually as a “**Party**” and together as the “**Parties**”.

In consideration of good and valuable consideration as acknowledged by the Parties it is agreed by and between the Parties as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following capitalized terms are defined in this Article 1 and shall have the meaning specified herein.

“**Copyrights**” means, collectively, any and all copyright rights, design rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including those listed on Exhibit A to this Agreement.

“**Trademarks**” means, collectively, trademarks, trademark applications, service marks, trade names, trade dress, design rights, domain names and other identifiers of origin (including all applications for, or registrations of, each of the foregoing), and the entire goodwill of the business of Assignor, including those as listed on Exhibit B to this Agreement.

“**Assigned Property**” means, collectively, the Copyrights and Trademarks as those terms are defined in this Agreement.

ARTICLE II ASSIGNMENT

1. **Assignment.** Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, its successors and assigns, any and all of its right, title, and interest in and to the Assigned Property, including without limitation any renewals thereof, any common law rights to such Assigned Property, all goodwill of the business associated therewith and symbolized by the Assigned Property, the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof.

2. **Successors and Assigns.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

3. **Severability.** The provisions of this Agreement are severable and the invalidity or unenforceability of any provision does not affect the validity or enforceability of the other provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

MEI Corporation, LLC,
a Delaware limited liability company

By: 
Name: Justin Brown
Title: Chief Financial Officer

Auto Air Export, Inc.,
a Texas corporation


By: 
Name: Justin Brown
Title: Chief Financial Officer

Exhibit A – Copyrights

Title	Country	Registration No.	Registration Date	Owner
AirSource 2007 Catalog.	USA	TX0006972365	9/16/2009	MEI Corporation, LLC
AirSource 2009 Catalog.	USA	TX0007018727	9/4/2009	MEI Corporation, LLC
Introduction to MEI Corporation.	USA	TXu000844361	6/11/1998	MEI Corporation, LLC
MEI Corporation QA/QC manual.	USA	TXu000844277	6/11/1998	MEI Corporation, LLC
MEI Corporation safety manual.	USA	TXu000844276	6/11/1998	MEI Corporation, LLC
Truck Air Parts 2008 Catalog.	USA	TX0007052977	9/4/2009	MEI Corporation, LLC

Exhibit A – Intellectual Property Assignment Agreement

Exhibit B – Trademarks







Trademark	Country	Filing Date	App. No.	Reg. No	Reg. Date	Status	Owner
APEX (Stylized) 	USA	11-Dec-2015	86846894	5362298	26-Dec-2017	Registered	MEI Corporation, LLC
QCC	USA	06-Feb-2015	86527374	4821828	29-Sep-2015	Registered	MEI Corporation, LLC
IDEAL AIR	USA	05-Feb-2015	86525070	4825995	06-Oct-2015	Registered	MEI Corporation, LLC
IDEAL AIR and Design 	USA	05-Feb-2015	86525071	4825996	06-Oct-2015	Registered	MEI Corporation, LLC
COOL STAR	USA	01-Dec-2010	85188020	4027115	13-Sep-2011	Registered (Renewed)	MEI Corporation, LLC
TRUCK AIR PARTS and Design 	USA	27-Aug-2009	77814122	3833911	17-Aug-2010	Registered (Renewed)	MEI Corporation, LLC
MEI CORPORATION and Design 	USA	27-Aug-2009	77814129	3861897	12-Oct-2010	Registered (Renewed)	MEI Corporation, LLC
AIRSOURCE and Design 	USA	27-Aug-2009	77814136	3833912	17-Aug-2010	Registered (Renewed)	MEI Corporation, LLC
MEI CORPORATION	USA	27-Aug-2009	77814154	3833913	17-Aug-2010	Registered (Renewed)	MEI Corporation, LLC
TTA/C (Stylized) 	USA	19-Jan-2007	77087014	3285386	28-Aug-2007	Registered (Renewed)	MEI Corporation, LLC
MAG	USA	23-Sep-2004	78488594	3040762	10-Jan-2006	Registered (Renewed)	MEI Corporation, LLC
AIR CONNECTION	USA	23-Sep-2004	78488598	3023468	06-Dec-2005	Registered (Renewed)	MEI Corporation, LLC
AIR CENTRAL	USA	23-Sep-2004	78488602	3049620	24-Jan-2006	Registered (Renewed)	MEI Corporation, LLC

Exhibit B – Intellectual Property Assignment Agreement

ELITE AIR	USA	23-Sep-2004	78488608	3049621	24-Jan-2006	Registered (Renewed)	MEI Corporation, LLC
AIR SOURCE	USA	19-Apr- 1994	74515543	2026259	31-Dec- 1996	Registered (Renewed)	MEI Corporation, LLC
TRUCK AIR PARTS	USA	21-Jan-1992	74238915	1827372	22-Mar- 1994	Registered (Renewed)	MEI Corporation, LLC
AIRSOURCE	China	12-Mar- 2013	12249072	12249072	14-Aug- 2014	Registered	MEI Corporation (a corporation of the State of Georgia)

Exhibit B – Intellectual Property Assignment Agreement