

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beacon Engineering Laboratories, LLC	FORMERLY Cummings Engineering Laboratories, LLC	06/09/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Beacon Holdings, LLC		
Street Address:	2950 W Aviation Drive		
City:	Waukegan		
State/Country:	ILLINOIS		
Postal Code:	60087		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86317102	BEACON	
Serial Number:	86416493	BEACON ENGINEERING LABORATORIES	
Serial Number:	86416623	BEACON	
Serial Number:	86416640	PROACT	
Serial Number:	86416659	GET A JUMP ON YOUR PUMP	
CORRESPONDENCE DATA			
Fax Number:	3129840146		
<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:	312-984-0144		
Email:	dmundt@emcpc.com		
Correspondent Name:	David M Mundt		
Address Line 1:	55 W Monroe		
Address Line 2:	Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	0222-0000		
NAME OF SUBMITTER:	David M Mundt		
SIGNATURE:	/David M Mundt/		

CH \$140.00 86317102

DATE SIGNED:	07/16/2015
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Total Attachments: 4

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is made effective as of June 9, 2015 (the "Effective Date"), by and between BEACON ENGINEERING LABORATORIES, LLC, an Illinois company at 2950 West Aviation Drive, Waukegan IL 60087 ("Assignor") and BEACON HOLDINGS, LLC ("Assignee"), an Illinois company at 2950 West Aviation Drive, Waukegan IL 60087("Assignee").

WHEREAS, Assignor owns certain assets related to the research, design, development, manufacture, marketing, sale, and maintenance of products related to sump pump technology which are listed on the Asset Schedule incorporated herein and attached hereto as Appendix I (the "Assets") and desires to assign the Assets, including any goodwill associated therewith, to the Assignee; and

WHEREAS, Assignee is a newly organized limited liability company and desires to acquire the Assets;

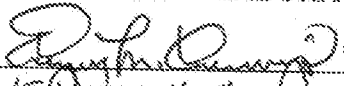
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title, and interest in and to the Assets including any goodwill associated therewith, and Assignee hereby accepts all of the Assignor's right, title and interest in and to the Assets, including any goodwill associated therewith.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be duly executed as of the Effective Date.

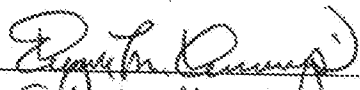
ASSIGNOR

BEACON ENGINEERING LABORATORIES, LLC

By: 
Title: EUGENE M. CUMMINGS
PRESIDENT

ASSIGNEE

BEACON HOLDINGS, LLC

By: 
Title: EUGENE M. CUMMINGS
PRESIDENT

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is made effective as of June 9, 2015 (the "Effective Date"), by and between EUGENE M. CUMMINGS, an individual residing in Lake Forest, Illinois ("Assignor") and BEACON HOLDINGS, LLC ("Assignee"), an Illinois company at 2950 West Aviation Drive, Waukegan IL 60087("Assignee").

WHEREAS, Assignor owns certain assets related to the research, design, development, manufacture, marketing, sale, and maintenance of products related to sump pump technology which are listed on the Asset Schedule incorporated herein and attached hereto as Appendix 1 (the "Assets") and desires to assign the Assets to the Assignee; and

WHEREAS, Assignee is a newly organized limited liability company and desires to acquire the Assets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title, and interest in and to the Assets, and Assignee hereby accepts all of the Assignor's right, title and interest in and to the Assets.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be duly executed as of the Effective Date.

ASSIGNOR

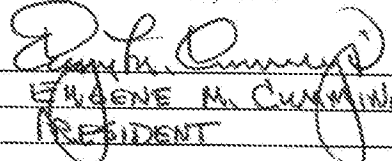
EUGENE M. CUMMINGS



Eugene M. Cummings

ASSIGNEE

BEACON HOLDINGS, LLC



By: EUGENE M. CUMMINGS
Title: RESIDENT

TRADEMARK ASSIGNMENT

Whereas, Beacon Engineering Laboratories, LLC, an Illinois company, located at 2950 W. Aviation Drive, Waukegan, IL 60087 ("Assignor") was organized as a business to transact any and all lawful business for which limited liability companies may be organized under the Illinois Limited Liability Act, and as a result acquired certain assets related to the research, design, development, manufacture, marketing, sale, and maintenance of products related to sump pump technology (the "Business") and,

Whereas, as part of the Business, Assignor adopted the marks listed on Appendix i attached hereto (the "Marks"), and filed respective federal intent-to-use applications for registration of the Marks in association with the goods/services listed in the respective applications for registration, which applications are also listed on Appendix I; and,

Whereas, Beacon Holdings, LLC, an Illinois company, located at 2950 W. Aviation Drive, Waukegan, IL 60087 ("Assignee") is a newly organized limited liability company to transact any and all lawful business for which limited liability companies may be organized under the Illinois Limited Liability Act, and is desirous of acquiring Assignor's interest in the Marks and the Business of Assignor to which the Marks pertain, and the goodwill of the business symbolized thereby; and,

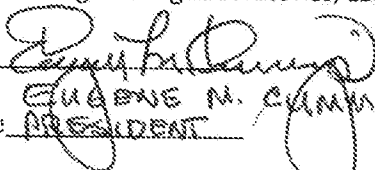
Whereas by contemporaneous assignment, Assignor has assigned to Assignee all of Assignor's assets of the Business to which the Marks pertain:

Now therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Marks to which the Business pertains, and the goodwill of the business symbolized thereby.

IN WITNESS WHEREOF, Assignor has executed this assignment effective June 9, 2015.

Beacon Engineering Laboratories, LLC

By


EUGENE M. CUMMINS

Title

PRESIDENT

APPENDIX I
ASSIGNED TRADEMARK SCHEDULE

Trademarks

BEACON Logo
BEACON ENGINEERING LABORATORIES Logo
BEACON
PROACT
GET A JUMP ON YOUR PUMP

Applications:

Ser. No. 86/317,102
Ser. No. 86/416,493
Ser. No. 86/416,623
Ser. No. 86/416,640
Ser. No. 86/416,659