TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM351553

SUBMISSION TYPE:	NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Technical Sales International, LLC		08/14/2015	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	Building Data, LLC
Street Address:	4470 Yankee Hill Road, Suite 220
City:	Rocklin
State/Country:	CALIFORNIA
Postal Code:	95677
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4448907	SYSQUE
Registration Number:	4538696	BD
Registration Number:	4389715	BUILDING DATA
Registration Number:	4117087	CAM-DUCT

CORRESPONDENCE DATA

Fax Number:

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: 4082869800

Email: trademark@hopkinscarley.com **Correspondent Name:** Gail M. Hashimoto/Hopkins & Carley

Address Line 1: 70 So. First St. The Letitia Bldg. Address Line 2:

Address Line 4: San Jose, CALIFORNIA 95113

ATTORNEY DOCKET NUMBER:	25348-005
NAME OF SUBMITTER:	Noelle D. Azzopardi
SIGNATURE:	/Noelle D. Azzopardi/
DATE SIGNED:	08/14/2015

Total Attachments: 4



TRADEMARK ASSIGNMENT

This Trademark Assignment is made, effective as of the 15th day of August, 2015, by Technical Sales International, LLC, a limited liability company organized under the laws of the state of Nevada (the "Assignor") with offices at 4470 Yankee Hill Road, Suite 220, Rocklin, California 95677; and Building Data, LLC, a limited liability company organized under the laws of the state of Nevada ("Assignee") with offices at 4470 Yankee Hill Road, Suite 220, Rocklin, California 95677; with respect to the trademarks, trademark rights and registrations set forth on Schedule 1 attached hereto (the "Trademarks").

- 1. <u>Assignment</u>. 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 Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:
- (a) the trademark registrations and trademark applications set forth on <u>Schedule 1</u> hereto and all issuances, extensions and renewals thereof; provided that, with respect to any United States intent-to-use trademark applications set forth on <u>Schedule 1</u> hereto, the transfer of such applications accompanies the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
- (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 and/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. 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 Trademarks to Assignee, or any assignee or successor thereto.

- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law.</u> 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Trademark Assignment has been executed to be effective as of the date first above written.

ASSIGNOR:

Technical Sales International, LLC

By: Technical Sales International, Inc., its sole

Member

By:

Jim Reis, Vice President

ACCEPTED BY:

ASSIGNEE:

Building Data, LLC

By: Technical Sales International, Inc., its sole Member

By:

Jim Res, Vice President

SCHEDULE 1

Trademarks in the United States

Trademark	Registration No.	Registration Date
SYSQUE	4448907	12/10/2013
BD	4538696	05/27/2014
BUILDING DATA	4389715	08/20/2013
CAM-DUCT	4117087	03/27/2012

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RECORDED: 08/14/2015