

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Appliance Innovation, Inc.		01/20/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Alto-Shaam, Inc.		
Street Address:	W164 N9221 Water Street		
City:	Menomonee Falls		
State/Country:	WISCONSIN		
Postal Code:	53052		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86957016	PLEXR	
Serial Number:	87101661	STRUCTURED AIR TECHNOLOGY	
Serial Number:	87180691	BOLT	
Serial Number:	87180699	FOCUS	
Serial Number:	87180702	ALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	4142259753		
<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:	414-225-9755		
Email:	docketing@boylefred.com		
Correspondent Name:	Boyle Fredrickson, S.C.		
Address Line 1:	840 N. Plankinton Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53203		
ATTORNEY DOCKET NUMBER:	2488.268,276,284,285,286		
NAME OF SUBMITTER:	Sarah M. Wong		
SIGNATURE:	/Sarah M. Wong/		
DATE SIGNED:	01/31/2017		
Total Attachments: 3			

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TRADENAMES/TRADEMARKS ASSIGNMENT

THIS ASSIGNMENT is made and entered into by and between **APPLIANCE INNOVATION, INC.**, a Delaware corporation, having a place of business at 10500 Metric Drive, Suite 128, Dallas, Texas 75243 (hereinafter “Assignor”), and **ALTO-SHAAM, INC.**, a Wisconsin corporation, having a place of business at W164 N9221 Water Street, Menomonee Falls, Wisconsin 53052 (hereinafter “Assignee”).

RECITALS:

WHEREAS, Assignor has agreed to sell to Assignee and Assignee has agreed to purchase certain assets of Assignor pursuant to the terms of that certain Asset Purchase Agreement by and between Assignor and Assignee dated as of the date hereof (the “Purchase Agreement”);

WHEREAS, Assignor utilizes the trademarks shown below and owns certain common law rights and the goodwill of the business in connection therewith (the “Trademarks”):

Title	Country	Case Type	Status	Application Number	Filing Date
TM: PLEXR	US	TM	Pending	86957016	3/29/2016
TM: PLEXR	AU	TMK	Pending	1799043	9/26/2016
TM: PLEXR	CA	TMK	Pending	1801974	9/26/2016
TM: PLEXR	CN	TMK	Pending	Awaiting information from agent	
TM: PLEXR	EP	TMK	Pending	Awaiting information from agent	
TM: PLEXR	IL	TMK	Pending	288219	9/25/2016
TM: PLEXR	JP	TMK	Pending	2016104955	9/27/2016
TM: PLEXR	MX	TMK	Pending	1802133	9/29/2016
TM: STRUCTURED AIR TECHNOLOGY	US	TM	Pending	87101661	7/12/2016
TM: STRUCTURED AIR TECHNOLOGY	AU	TMK	Pending	1819596	
TM: STRUCTURED AIR TECHNOLOGY	CA	TMK	Pending	1817509	1/10/2017
TM: STRUCTURED AIR TECHNOLOGY	CN	TMK	Pending	Awaiting information from agent	
TM: STRUCTURED AIR TECHNOLOGY	EP	TMK	Pending	Awaiting information from agent	
TM: STRUCTURED AIR TECHNOLOGY	IL	TMK	Pending	Awaiting information from agent	
TM: STRUCTURED AIR TECHNOLOGY	IN	TMK	Pending	Awaiting information from agent	
TM: STRUCTURED AIR TECHNOLOGY	MX	TMK	Pending	Awaiting information from agent	
TM: BOLT	US	TM	Pending	87180691	9/22/2016
TM: FOCUS	US	TM	Suspended	87180699	9/22/2016
TM: ALLIANCE	US	TM	Suspended	87180702	9/22/2016

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Trademarks worldwide, and the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

Assignor hereby sells, assigns and transfers unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks and the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, and Assignor's entire right, title and interest in and to any and all claims and demands it may have, at law or in equity, for past, present, or future infringement of the Trademarks.

Assignee acknowledges and agrees that Assignor has neither prepared nor filed any applications to register any of the Trademarks. Assignor makes no representation or warranty as to the ability of Assignee to register any of the Trademarks or obtain any further rights or protections with respect to the Trademarks, except as otherwise granted by this Assignment.

This Assignment shall not enlarge, restrict or otherwise modify the terms of the Purchase Agreement, or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon either of them by the terms of the Purchase Agreement, including, without limitation, the representations and warranties and other provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Assignor shall execute and deliver all such other and further documents and perform all further acts that may be reasonably necessary or appropriate to effectuate the terms and provisions of this Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to conflict of law provisions or any other provisions which would result in the application of the laws of any jurisdiction other than the State of Delaware.

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

Facsimile, telecopied, portable document format (PDF) or electronic signatures may be relied upon as originals.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed this 20th day of January, 2017.

ASSIGNOR:

APPLIANCE INNOVATION, INC.

By: 

Printed Name: Philip R. McKee

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]