

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Environmental Technology, Inc.		02/20/2018	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	ETI Inc.		
Street Address:	20880 State Road 37 N		
City:	Noblesville		
State/Country:	INDIANA		
Postal Code:	46060		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2144607	ETI	
Registration Number:	2435874	CLEAR SIGNAL	
Registration Number:	2605219	SAFEHEAT	
Registration Number:	2592290	WE PROVIDE MANAGED HEAT	
Registration Number:	2933632	NO SWEAT	
Registration Number:	2213831	SIT	
Registration Number:	2120939	ADH	
Registration Number:	2524225	GPT	
Registration Number:	2352141	ETI HEAT SYSTEMS	
Registration Number:	2111667	WE MANAGE HEAT	
Registration Number:	2355494	RAIN SWITCH	
Registration Number:	2050862	APS	
Registration Number:	3982969	CIT	
Registration Number:	3982970	RCD	
Registration Number:	2210216	GIT	
Registration Number:	2225033	LCD	
Registration Number:	1833215	SNOW SWITCH	
Registration Number:	1851045	TRACON	
Registration Number:	1159777	ETI	
TRADEMARK			

OP \$515.00 2144607

Property Type	Number	Word Mark
Registration Number:	3732908	SMART MANIFOLD

CORRESPONDENCE DATA

Fax Number: 3172371000

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: 317.237.1089

Email: tmindy@faegrebd.com

Correspondent Name: Louis Perry/Marla Manning

Address Line 1: 300 N. Meridian Street

Address Line 2: Suite 2700

Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Marla Manning
SIGNATURE:	/Marla Manning/
DATE SIGNED:	02/22/2018

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”), dated as of February 20, 2018 (the “**Closing Date**”), is entered into by and between Environmental Technology, Inc., an Indiana corporation (the “**Company**”) and ETI Inc., an Indiana corporation (“**Buyer**”).

WHEREAS, the Company, MSX, Inc., an Indiana corporation (“**MSX**”), TopOne, LLC, an Indiana limited liability company (“**TopOne**”, and together with MSX and the Company, “**Sellers**” and each, a “**Seller**”), and Buyer entered into an Asset Purchase Agreement (the “**Purchase Agreement**”), dated of even date herewith, pursuant to which, inter alia, Sellers agreed to transfer, sell, assign, convey and deliver to Buyer all of Sellers’ rights in and to the Purchased Assets (as such term is defined in the Purchase Agreement).

WHEREAS, on the Closing Date Sellers have executed and delivered to Buyer, in accordance with the Purchase Agreement, a Bill of Sale.

WHEREAS, the Company and Buyer wish to further memorialize, in a manner suitable for recordation at the United States Patent and Trademark Office, the Company’s transfer, sale, assignment, conveyance and delivery to Buyer all of the Company’s rights in and to the trademarks and trademark applications included in the Purchased Assets.

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

1. Assignment. The Company hereby irrevocably transfers, sells, assigns, conveys and delivers to Buyer all of the Company’s right, title, and interest in and to the following (the “**Assigned Trademarks**”):

(a) all of the trademarks, trademark applications, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin included in the Purchased Assets, including those forth in Schedule 1 hereto (together with all together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing);

(b) all rights of any kind whatsoever of the Company 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 Closing Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution and violation, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Company 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 Assignment upon request by Buyer.

3. Excluded Assets. Notwithstanding the foregoing, the Assigned Trademarks to be transferred to Buyer under this Assignment shall not include the Excluded Assets (as such term is defined in the Purchase Agreement).

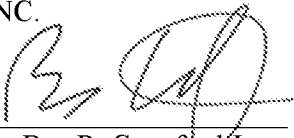
4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction). The terms of Section 10.11 of the Purchase Agreement shall apply to any dispute arising out of this Assignment.

5. Purchase Agreement. The Company acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby and shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first written above.

ETI INC.

By: 
Name: Ben R. Crawford Jr.
Title: President

ENVIRONMENTAL TECHNOLOGY, INC.

By: _____
Pamela C. Jones, Trustee of the Thaddeus M. Jones, Sr. Revocable Trust dated the 26th day of September, 2016, as amended

By: _____
Mark Bianchi, Trustee of the Thaddeus M. Jones, Sr. Revocable Trust dated the 26th day of September, 2016, as amended

[Signature Page to Trademark Assignment]

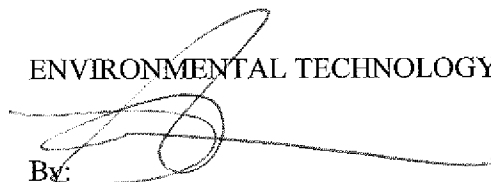
TRADEMARK
REEL: 006277 FRAME: 0672

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first written above.

ETI INC.

By: _____
Name: Ben R. Crawford Jr.
Title: President

ENVIRONMENTAL TECHNOLOGY, INC.


By: _____
Name: Pamela C. Jones
Title: Vice President

Schedule 1 to the Trademark Assignment

Trademarks registered with the USPTO

FILE NUMBER	ASSIGNED	TITLE	SERIAL NO.	FILING DATE	STATUS	REG DATE	REG NO
ETI0004.US	Environmental Technology, Inc.	ETI	75263479	Mar 25, 1997	Registered	3/17/98	2,144,607
ETI0028.US	Environmental Technology, Inc.	CLEAR SIGNAL	75718464	Jun 1, 1999	Registered	3/13/01	2,435,874
ETI0029.US	Environmental Technology, Inc.	SAFEHEAT	75723985	Jun 1, 1999	Registered	8/6/02	2,605,219
ETI0058.US	Environmental Technology, Inc.	WE PROVIDE MANAGED HEAT	75850869	Nov 16, 1999	Registered	7/9/02	2,592,290
ETI0065.US	Environmental Technology, Inc.	NO SWEAT	76448790	Sep 12, 2002	Registered	3/15/05	2,933,632
ETI0093.US	Environmental Technology, Inc.	SIT	75266356	Mar 31, 1997	Registered	12/29/98	2,213,931
ETI0094.US	Environmental Technology, Inc.	ADH	75094876	Apr 26, 1996	Registered	12/16/97	2,120,939
ETI0095.US	Environmental Technology, Inc.	GPT	75929555	Feb 28, 2000	Registered	1/1/02	2,524,225
ETI0098.US	Environmental Technology, Inc.	ETI HEAT SYSTEMS	74720214	Aug 25, 1995	Registered	5/23/00	2,352,141
ETI0099.US	Environmental Technology, Inc.	WE MANAGE HEAT	75073018	Mar 15, 1996	Registered	11/11/97	2,111,667
ETI0100.US	Environmental Technology, Inc.	RAIN SWITCH	75080716	Mar 29, 1996	Registered	6/6/00	2,355,494

FILE NUMBER	ASSIGNED	TITLE	SERIAL NO.	FILING DATE	STATUS	REG DATE	REG NO
ETI0101.US	Environmental Technology, Inc.	APS	75100957	Apr 26, 1996	Registered	4/8/97	2,050,862
ETI0102.US	Environmental Technology, Inc.	CIT	76704227	Aug 24, 2010	Registered	6/28/11	3,982,969
ETI0103.US	Environmental Technology, Inc.	RCD	76704229	Aug 24, 2010	Registered	6/28/11	3,982,970
ETI0104.US	Environmental Technology, Inc.	GIT	75266362	Mar 31, 1997	Registered	12/15/98	2,210,216
ETI0105.US	Environmental Technology, Inc.	LCD	75267011	Mar 31, 1997	Registered	2/23/99	2,225,033
ETI0106.US	Environmental Technology, Inc.	SNOW SWITCH	74316088	Sep 21, 1992	Registered	4/26/94	1,833,215
ETI0107.US	Environmental Technology, Inc.	TRACON	74253640	Mar 9, 1992	Registered	8/23/94	1,851,045
ETI0108.US	Environmental Technology, Inc.	ETI	73206147	Mar 5, 1979	Registered	7/7/81	1,159,777
ETI0126.US	Environmental Technology, Inc.	SMART MANIFOLD	76691860	Aug 6, 2008	Registered	12/29/09	3,732,908

Trademark Applications - None