

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apex Energy Group, LLC		10/18/2020	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Great Day Improvements, LLC		
Street Address:	700 Highland Road East		
City:	Macedonia		
State/Country:	OHIO		
Postal Code:	44056		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87894169	APEX	
Serial Number:	85158689	FLIPSIDE	
Serial Number:	77858465	APEX	
Serial Number:	77858455	APEX ENERGY GROUP	
Serial Number:	77233390	APEX ENERGY SOLUTIONS	
Serial Number:	77233385	APEX ENERGY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	33601-14		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		

OP \$165.00 87894169

DATE SIGNED:	11/20/2020
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of October 18, 2020 (this “**Trademark Assignment**”), is entered into by and between Apex Energy Group, LLC, an Indiana limited liability company with an address of 11644 N. Michigan Road, Zionsville, Indiana 46077 (“**Assignor**”), and Great Day Improvements, LLC, a Delaware limited liability company with an address 700 Highland Road East, Macedonia, Ohio 44056 (“**Assignee**”).

WHEREAS, the Assignor is the owner of all right, title, benefit, and interest in the trademarks set forth in the attached Schedule A (the “**Purchased Marks**”);

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor’s right, title, benefit, and interest in, to, and under the Purchased Marks;

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the “**Purchase Agreement**”), pursuant to which the Assignee is acquiring certain assets of Assignor as set forth in the Purchase Agreement, including the Purchased Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

The Assignor hereby sells, assigns, transfers, conveys, delivers, and sets over to the Assignee the Assignor’s entire and undivided right, title, benefit, and interest, whether now existing or hereafter acquired, in, to, and under the Purchased Marks, together with all the associated goodwill of its business symbolized by the Purchased Marks, and all applications and registrations of the Purchased Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Purchased Marks, including infringement of the Purchased Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee’s own name.

The Assignor covenants and agrees to do all acts and take such further action, including execute and deliver, or cause to be executed and delivered, and acknowledge such additional documents, agreements, and instruments as the Assignee may reasonably request evidencing the sale, assignment, transfer, conveyance, delivery, and set over to Assignee of the Purchased Marks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors, heirs, and assigns.

This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Any signature to this Trademark Assignment delivered via facsimile, electronic mail, in .pdf format, or other means of electronic transmission shall be deemed an original for all

purposes.

The recitals set forth above are incorporated herein by reference into the terms of this Trademark Assignment.

This Trademark Assignment is governed by and construed in accordance with the internal laws of the State of Ohio, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Apex Energy Group, LLC

By: 

Name: Michael Foit

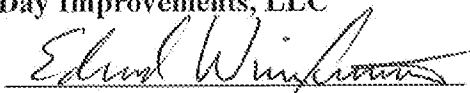
Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007112 FRAME: 0260

ASSIGNEE:

Great Day Improvements, LLC

By: 

Name: Edward Weinfurter

Title: Manager

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007112 FRAME: 0261

SCHEDULE A
Purchased Marks

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Class(es)
APEX (Stylized)	US	87894169	4/27/18			19, 35, 37, 40, 42
FLIPSIDE	US	85158689	10/22/10	4132677	4/24/12	35
APEX (Stylized)	US	77858465	10/27/09			35, 45
APEX ENERGY GROUP (Stylized)	US	77858455	10/27/09			35, 45
APEX ENERGY SOLUTIONS	US	77233390	7/19/07	3991443	7/12/11	35
APEX ENERGY SOLUTIONS (Stylized & Design)	US	77233385	7/19/07	3820062	7/20/10	35, 37