

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ambient Edge Air Conditioning and Refrigeration, Inc.		05/04/2021	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Ambient Edge LLC		
Street Address:	3800 N Central Ave Ste 460		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90165292	AMBIENT EDGE	
CORRESPONDENCE DATA			
Fax Number:	2039757180		
<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:	2039757505		
Email:	christina.london@lockelord.com		
Correspondent Name:	Locke Lord LLP		
Address Line 1:	201 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	1569608.00002		
NAME OF SUBMITTER:	Christina London		
SIGNATURE:	/christina london/		
DATE SIGNED:	05/11/2021		
Total Attachments: 5			
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OP \$40.00 90165292

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT** (this “Assignment Agreement”) is made as of the 4th day of May, 2021 by and between **Ambient Edge Air Conditioning and Refrigeration, Inc.**, an Arizona corporation (“Assignor”), and **Ambient Edge, LLC** a Delaware limited liability company (the “Assignee”). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Purchase Agreement referred to below.

WHEREAS, the Assignor, Assignee, Friendly Partners, LLC, a Delaware limited liability company, and the Owner named therein have entered into that certain Purchase and Sale Agreement dated as of the date hereof (the “Purchase Agreement”) pursuant to which the Assignor has sold, directly or indirectly, to the Assignee the Acquired Assets, which include but are not limited to the Company Intellectual Property Rights and the intellectual property set forth in **Exhibit A** attached hereto (collectively, the “Assigned Intellectual Property”);

WHEREAS, Assignor desires to assign, transfer and convey all of the Assignor’s rights to the Assigned Intellectual Property to Assignee pursuant to the terms of the Purchase Agreement; and

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

1. Assignment of Intellectual Property Rights. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, (i) all of Assignor’s worldwide right, title and interest in and to the Assigned Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, (ii) all rights to sue for infringement or dilution of any Assigned Intellectual Property, whether arising prior to or subsequent to the date of this Assignment Agreement and (iii) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment contemplated by this Assignment Agreement not been made.

2. Further Assurances. Assignor will, without further consideration, at the request of the Assignee or any of its assigns and at the expense of such requesting party, promptly sign, execute, make and do all such deeds, documents, acts and things as the Assignee and its duly authorized agents may reasonably require in order to:

(a) apply for, obtain, register and vest in the name of the Assignee alone (unless the Assignee otherwise directs) letters patent, copyrights, trademarks or other analogous protection with respect to the Assigned Intellectual Property and all rights therein in any country throughout the world and when so obtained or vested to renew and restore the same; and

(b) defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceedings or petitions or applications for revocation of such letters patent, copyright, trademark or other analogous protection.

In the event Assignee is unable, after reasonable effort, to secure the Assignor's signature on any application for letters patent, copyright or trademark registration or other documents regarding any legal protection relating to the Assigned Intellectual Property, whether because of the Assignor's dissolution, lack of cooperation or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as agent and attorney-in-fact, to act for and on Assignor's behalf to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by the Assignor.

3. Amendment; Modification; Waiver. This Agreement may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance.

4. Governing Law. This Agreement shall be governed by and construed with the Laws of the State of New York without regard to conflicts of Laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the Laws of the State of New York. Each party hereby irrevocably submits and consents to the exercise of personal jurisdiction and venue by any court located in New York, New York, and by the United States District Court for the Southern District of New York for purposes of any Action or Proceeding, whether under this Bill of Sale and Assignment, at law, or in equity, arising out of or relating to this Agreement and hereby irrevocably agrees, on behalf of itself, and on behalf of such party's successor's and assigns, that all Claims in respect of such Action or Proceeding shall be heard and determined exclusively in any such court and each party irrevocably waives any objection such party may now or hereafter have as to the venue of any such Action or Proceeding brought in such a court or that such court is an inconvenient forum.

5. Assignment. The Assignee shall have the right to assign this Agreement as it may determine in its sole discretion, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by successors, assigns heirs, executors, administrators and legal representatives.

6. Counterparts. This Agreement 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 Agreement 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 Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have each caused this Assignment Agreement to be executed by their respective officers thereunto duly authorized on the day and year first above written.

ASSIGNOR:

**AMBIENT EDGE AIR CONDITIONING
AND REFRIGERATION, INC.**

By: _____
Name: Steven R. Lewis
Title: President and Chief Executive
Officer

ASSIGNEE:

AMBIENT EDGE, LLC

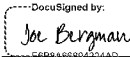
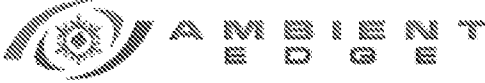
By:  _____
Name: Joe Bergman
Title: Chief Executive Officer

Exhibit A

(List of Registered Intellectual Property)

TRADEMARKS

State / Country	Trademark	Serial / Registration Number	Owner
US	AMBIENT EDGE and Design 	90165292	Ambient Edge Air Conditioning and Refrigeration, Inc.
Arizona	PLUMBING BY JAKE	AZ 662796	Ambient Edge Air Conditioning and Refrigeration, Inc.