

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM654238

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Appliance Innovation, Inc.		12/23/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Automation Tech, LLC		
<b>Street Address:</b>	1400 Toastmaster Drive		
<b>City:</b>	Elgin		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60120		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6241497	PLEXOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123214299		
<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>			
<b>Phone:</b>	312-321-4200		
<b>Email:</b>	officeactions@brinksgilson.com		
<b>Correspondent Name:</b>	Emily T. Kappers		
<b>Address Line 1:</b>	P. O. Box 10395		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60610		
<b>NAME OF SUBMITTER:</b>	Emily T. Kappers		
<b>SIGNATURE:</b>	/Emily T. Kappers/		
<b>DATE SIGNED:</b>	06/16/2021		
<b>Total Attachments: 4</b>			
source=PLEXOR Assignment#page1.tif			
source=PLEXOR Assignment#page2.tif			
source=PLEXOR Assignment#page3.tif			
source=PLEXOR Assignment#page4.tif			

CH \$40.00 6241497

**EXECUTION VERSION**

**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS (this “Assignment”) is made and entered into as of the 23rd day of December, 2020 (the “Effective Date”) by and between **APPLIANCE INNOVATION, INC.**, a Delaware corporation, having a place of business at 1300 E. Arapaho, Rd., Suite 300, Richardson, Texas 75081 (hereinafter “Assignor”), and **AUTOMATION TECH, LLC**, a Delaware limited liability company, having a place of business at 1400 Toastmaster Drive, Elgin, Illinois 60120 (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 the Effective Date (the “Purchase Agreement”);

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

Trademark	Country	Serial No.	Filing Date	Registration No.	Registration Date
PLEXOR	USA	88825564	March 7, 2020	Pending	
PLEXOR	AU	2115982	August 31, 2020	2115982	8/31/2020
PLEXOR	CA	2048697	August 31, 2020	Pending	
PLEXOR	EP	18299500	September 1, 2020	Pending	

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:

Each capitalized term used but not defined in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.

Assignor hereby sells, transfers, assigns, conveys and delivers, free and clear of all Liens, 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 all of Assignor's rights to profits, royalties and damages for past, present and future infringement, misappropriation or other violation of such Trademarks by any party and all claims and rights to enforce, sue for and collect such profits, royalties and damages.

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.

All issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment shall be governed by, and construed in accordance with, the Law of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal Law of the State of Delaware shall control the interpretation and construction of this Assignment, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.

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

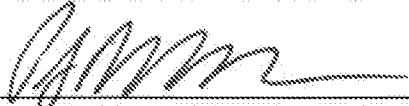
This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Each of the parties hereto agrees that a signature affixed to a counterpart of this Assignment and delivered by facsimile or other electronic transmission by any Person is intended to be its, his or her signature and shall be valid, binding and enforceable against such Person.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the Effective Date.

**ASSIGNOR:**

**APPLIANCE INNOVATION, INC.**

By:   
\_\_\_\_\_  
Printed Name: Philip R. McKee  
Title: Chief Executive Officer

**ASSIGNEE:**

**AUTOMATION TECH, LLC**

By: \_\_\_\_\_  
Printed Name: Martin Lindsay  
Title: Vice President and Secretary

[Signature Page to Assignment of Trademarks]

**TRADEMARK**  
**REEL: 007328 FRAME: 0272**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the Effective Date.

**ASSIGNOR:**

**APPLIANCE INNOVATION, INC.**

By: \_\_\_\_\_

Printed Name: Philip R. McKee

Title: Chief Executive Officer

**ASSIGNEE:**

**AUTOMATION TECH, LLC**

By: \_\_\_\_\_  


Printed Name: Martin Lindsay

Title: Vice President and Secretary

[Signature Page to Assignment of Trademarks]