

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jason Ball		11/03/2021	INDIVIDUAL:
Brenna Ball		11/03/2021	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Arctic Bear Plumbing, Heating & Air, LLC		
Street Address:	50 Holleder Pkwy		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14615		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6063163	ARCTIC BEAR PLUMBING, HEATING, AIR & WAT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5859872920		
Email:	kmcguire@woodsoviatt.com		
Correspondent Name:	Katherine McGuire		
Address Line 1:	1900 Bausch & Lomb Place		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	IS022.121568		
NAME OF SUBMITTER:	Katherine McGuire		
SIGNATURE:	/Katherine McGuire/		
DATE SIGNED:	11/08/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Trademark Assignment**"), dated as of November 3, 2021, is made by and among Jason Ball and Brenna Ball (each, an "**Assignor**" and collectively, the "**Assignors**") and Arctic Bear Plumbing, Heating & Air, LLC, a New York limited liability company (the "**Assignee**").

WHEREAS, the Assignors own 100% of all of the issued and outstanding stock of Ball Company of Broome County, Inc., a New York corporation ("**Holdco**"), which owns 100% of all of the issued and outstanding membership interests of the Assignee;

WHEREAS, the Assigned Trademark (as defined below) is used in the business of Assignee; and

WHEREAS, in connection with the transfer of all of the ownership interests of the Assignee to Isaac NE, Inc., the Assignors desire to transfer and assign the Assigned Trademark to Assignee.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. Each Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of the right, title, and interest of each Assignor in and to the following:

(a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of the Assignors 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 date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Assignors hereby authorize 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 Trademark Assignment upon request by Assignor. Following the date hereof, the Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any

affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to that Membership Interest Purchase Agreement, by and among Isaac NE, the Assignors, and Holdco, dated November 3, 2021 (the "**Purchase Agreement**"), to which reference is made for a further statement of the rights and obligations of the Assignors and the Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but 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 hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. Counterparts may be delivered via facsimile, email (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this Trademark Assignment as of the date first written above.

Jason Ball

Brenna Ball

ARCTIC BEAR PLUMBING, HEATING
& AIR, LLC

By: 

Raymond Isaac, President

[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this Trademark Assignment as of the date first written above.

Jason Ball

Brenna Ball

Brenna Ball

ARCTIC BEAR PLUMBING, HEATING
& AIR, LLC

By: _____
Raymond Isaac, President

[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this Trademark Assignment as of the date first written above.

Jason Ball

Jason Ball

Brenna Ball

ARCTIC BEAR PLUMBING, HEATING
& AIR, LLC

By: _____
Raymond Isaac, President

[Signature page to Trademark Assignment Agreement]

SCHEDULE 1

Assigned Trademark

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Adult Polar Bear with a baby Polar Bear, standing on a chunk of ice, with a water drop to the side and back. Stylized lettering spelling "Arctic Bear" over artwork and "Plumbing, Heating, Air & Water Treatment" wording in oval solid shape.	United States	6,063,163	May 26, 2020