

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700716

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900662499		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quantumflo, Inc.		09/30/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	WILO USA LLC		
Street Address:	9550 W. Higgins Rd.		
Internal Address:	#300		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5559502	QUANTUMFLO	
Registration Number:	5577220	CALQFLO	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Email:	phack@vedderprice.com		
Correspondent Name:	Patricia Hack		
Address Line 1:	Vedder Price P.C.		
Address Line 2:	222 N. LaSalle Street, Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	48754		
NAME OF SUBMITTER:	Patricia Hack		
SIGNATURE:	/Patricia Hack/		
DATE SIGNED:	01/10/2022		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is entered into as of the 30th day of September, 2021, by and among **WILO USA LLC**, a Delaware limited liability company (“**Assignee**”) on the one hand and **QUANTUMFLO, INC.**, a Florida corporation (“**Assignor**”) on the other. Assignor and Assignee (along with other parties) have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “**Purchase Agreement**”). Defined terms used in this Assignment and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Purchase Agreement.

WHEREAS, Assignor is the owner of all right, title and interest in and to the Internet domain names identified in Schedule A attached hereto (the “**Scheduled Domain Names**”);

WHEREAS, Assignee is desirous of having transferred to it the Scheduled Domain Names and any other domain names and social media accounts used in connection with the Business, as well as the intellectual property and other proprietary rights associated therewith;

WHEREAS, Assignor is the owner of copyrights in the contents of the website(s) appearing at the Scheduled Domain Names (the “**Scheduled Works**”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the certain works of authorship and copyrights owned by Assignor and associated or used in connection with the Business including, but not limited to, the Scheduled Works, as successor to the business to which such works of authorship and copyrights pertain;

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule B attached hereto (collectively, the “**Scheduled Trademarks**”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the certain trademarks, service marks and other source-identifying designations owned by Assignor and associated or used in connection with the Business including, but not limited to, the Scheduled Trademarks, as successor to the business to which such marks pertain;

WHEREAS, Assignor is the owner of the copyrights set forth in Schedule C attached hereto (collectively, the “**Scheduled Copyrights**”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the certain Copyrights owned by Assignor and associated or used in connection with the Business including, but not limited to, the Scheduled Copyrights, as successor to the business to which such copyrights pertain;

WHEREAS, pursuant to the Purchase Agreement, among other things, Assignor agreed to sell, and Assignee agreed to purchase, certain assets of Assignor, as described therein;

WHEREAS, it is a condition to the Closing of the transactions contemplated under the Purchase Agreement that Assignor enter into this Assignment to transfer to Assignee the Seller IP held by Assignor; and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Seller IP.

NOW, THEREFORE, in consideration of the recitals and the mutual representations, warranties, covenants and agreements set forth in this Assignment, the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement which Assignee has paid in accordance with the Purchase Agreement, and which payment Assignor admits and acknowledges has been made by Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer and Assignment of Rights in Domain Names. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest of Assignor in and to the Scheduled Domain Names together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

b. The right of Assignor to sue and collect damages and/or profits for both past and present causes of action related to the Scheduled Domain Names.

2. Assignment of Copyright. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest of Assignor in and to the Scheduled Works and Scheduled Copyrights together with all copyrights, copyright applications and registrations therefor including, but not limited to, the copyrights in the Scheduled Works, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

b. The right of Assignor to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Works and/or the Scheduled Copyrights.

3. Assignment of Trademarks. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest of Assignor in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as any trademark and service mark applications and registrations therefor, and the business to which such

Scheduled Trademarks pertain, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

b. The right of Assignor to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks.

4. Assignor, for itself and its successors and assigns, does hereby covenant that Assignor will communicate to Assignee, or to its successors, assigns or nominees, without further compensation to Assignor, all known facts respecting the Seller IP (as defined in the Purchase Agreement), testify in any legal proceedings, execute and deliver such further instruments or documents, make all rightful oaths, and generally do everything reasonably possible to aid Assignee, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested fully and effectively to convey and transfer to and vest in Assignee, its successors and assigns or nominees, all right, title and interest in and to the Seller IP and to obtain and enforce proper protection for the Seller IP in any and all countries.

5. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action to register, evidence, perfect and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee. With respect to the Scheduled Domain Names and without limiting the foregoing, Assignor shall take all steps necessary to effect the changes in name of registrant by the name change provisions of the applicable domain name registrar and to transfer the applicable domain name registrar account(s) to Assignee.

6. All the terms, covenants and conditions in this Assignment shall be binding upon Assignor and its successors and assigns and all others acting by, through, with or under their direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

7. Assignor, for itself and its successors and assigns, hereby covenants that Assignor has not executed and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein. The terms of the Purchase Agreement are incorporated herein by reference. Assignor and Assignee acknowledge and agree that 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.


[Signature page follows]

(Signature Page to Intellectual Property Assignment)

In witness whereof, the undersigned have signed this Assignment as of the date provided above.

ASSIGNOR:

QUANTUMFLO, INC.

BY: 

Name: David Carrier

Title: Chief Executive Officer and President

(Signature Page to Intellectual Property Assignment)

ASSIGNEE:

WILO USA LLC

By: 

Name: Jeffrey Plaster

Title: Chief Executive Officer/Managing Director

SCHEDULE A

SCHEDULED DOMAIN NAMES

Domain Names

Domain Name	Creation Date	Registrant
integrityflightresources.com	8/1/2016	QUANTUMFLO INC.
quantumflo.com	2/26/2007	QUANTUMFLO INC.
quantumflomarketing.com	3/14/2012	QUANTUMFLO INC.

SCHEDULE B

SCHEDULED TRADEMARKS

REGISTERED TRADEMARKS

Mark	Jurisdiction	Registration Number	Registration Date
QUANTUMFLO	United States	5559502	September 11, 2018
CALQFLO	United States	5577220	October 2, 2018

UNREGISTERED MARKS

- IQFlo 3.0
- B.O.S.S.
- Genius and Genius V
- WisperFlo
- Transfer Flo
- Prodigy
- GreenFlo

SCHEDULE C

SCHEDULED COPYRIGHTS

UNREGISTERED COPYRIGHTS

- CalQFlo
- B.O.S.S.
- IQFlo3.0