

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712821

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Fourth Conveying Party State of Incorporation previously recorded on Reel 007323 Frame 0448. Assignor(s) hereby confirms the Assignment.
RESUBMIT DOCUMENT ID:	900673497

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A.P AIR, INC.		05/19/2021	Corporation: IOWA
KARA WALDORF		05/19/2021	INDIVIDUAL:
NICK F JOHNSON		05/19/2021	INDIVIDUAL:
Universal Parts Incorporated		05/19/2021	Corporation: IOWA

RECEIVING PARTY DATA

Name:	A.P. Air, LLC
Street Address:	805 13th Street North
City:	Humboldt
State/Country:	IOWA
Postal Code:	50548
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5866546	AP AP AIR INC.
Registration Number:	5120490	ALUMI-TECH
Registration Number:	5802113	INFERNO CAB HEATERS BY UNIVERSAL PARTS
Registration Number:	2567519	AG LINE HOSE ASSEMBLIES

CORRESPONDENCE DATA

Fax Number:

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.

Email: Teas@friedfrank.com
Correspondent Name: Justin Charles c/o Fried Frank et al
Address Line 1: One New York Plaza
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	3706-1
NAME OF SUBMITTER:	Justin Charles

SIGNATURE:	/Justin Charles/
DATE SIGNED:	03/08/2022
Total Attachments: 10 source=2. Assignment from Universal Parts Inc. to AP Air, LLC (executed)#page1.tif source=2. Assignment from Universal Parts Inc. to AP Air, LLC (executed)#page2.tif source=2. Assignment from Universal Parts Inc. to AP Air, LLC (executed)#page3.tif source=2. Assignment from Universal Parts Inc. to AP Air, LLC (executed)#page4.tif source=2. Assignment from Universal Parts Inc. to AP Air, LLC (executed)#page5.tif source=2. Assignment from Universal Parts Inc. to AP Air, LLC (executed)#page6.tif source=2. Assignment from Universal Parts Inc. to AP Air, LLC (executed)#page7.tif source=2. Assignment from Universal Parts Inc. to AP Air, LLC (executed)#page8.tif source=2. Assignment from Universal Parts Inc. to AP Air, LLC (executed)#page9.tif source=2. Assignment from Universal Parts Inc. to AP Air, LLC (executed)#page10.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), dated as of May 19, 2021, is being entered into by and between A.P. Air, Inc., an Iowa corporation, Universal Parts Incorporated, a ~~Minnesota~~ corporation, Kara Waldorf, an individual resident of Iowa, and Nick F. Johnson, an individual resident of Iowa (collectively, the "Assignor"), and AP Air, LLC, a Delaware limited liability company (the "Assignee"). Each of the parties to this Assignment is sometimes referred to individually in this Assignment as a "Party," and all of the parties to this Assignment are sometimes collectively referred to in this Assignment as the "Parties."

The Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of May 17, 2021, by and among Assignor, Assignee and the other signatories thereto (the "Purchase Agreement").

Pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of its right, title and interest in and to all of its Intellectual Property, including without limitation the Intellectual Property listed on Exhibit A attached hereto (the "Purchased Intellectual Property"), and the Assignee has agreed to acquire all right, title and interest in and to the Purchased Intellectual Property.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not defined in this Assignment have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment. The Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all of the Assignor's worldwide rights, title and interest and benefit in and to the Purchased Intellectual Property, together with the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all causes and rights of action and remedies for past, present and future infringement or violation of any of the Purchased Intellectual Property, including but not limited to all rights under the agreements listed on Schedule 2.1(c) of the Purchase Agreement (to the extent such agreements are assumed by Assignee under the Purchase Agreement and relate to Intellectual Property), and including the goodwill of the businesses connected to the use of any of the Purchased Intellectual Property, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

3. Recordation. The Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereto, and any other Governmental Authority to record the Assignee as owner of any Purchased Intellectual Property that is registered with any such Governmental Authorities and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives. The

Assignor shall take such steps and actions following the date hereof, including the execution of any documents or other similar items (in such forms as requested by Assignee) to ensure that the Purchased Intellectual Property is properly assigned to the Assignee, or any assignee or successor thereto.

4. Cooperation. The Assignor hereby covenants and agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Purchased Intellectual Property) known to the Assignor with respect to the Purchased Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Purchased Intellectual Property and in enjoying the full benefits thereof. The Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of the Assignor to act as the Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause the Assignor to perform any of the Assignor's obligations set forth in this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction).

6. Dispute Resolution. In the event any dispute between the Parties involving the Purchased Intellectual Property cannot be solved by good faith discussions between the Parties, such dispute arising out of or relating to a party's performance or non-performance under this Assignment, or the interpretations, validity or effectiveness of this Assignment, and any other provision of this Assignment, shall be subject to Section 9.9 of the Purchase Agreement.

7. Binding Effect Assignment. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.


8. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature to this Agreement delivered via facsimile, electronic mail, or in .pdf format shall be deemed an original for all purposes.

[Signature page follows.]


IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:


A.P. AIR, INC.

By: 
Name: Nick F. Johnson
Title: President

UNIVERSAL PARTS INCORPORATED

By: 
Name: Nick F. Johnson
Title: President

Kara Waldorf



Nick F. Johnson

ASSIGNEE:

AP AIR, LLC

By: _____
Name: _____
Title: _____

Signature Page to IP Assignment

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

A.P. AIR, INC.

By: _____

Name: Nick F. Johnson

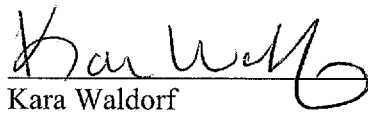
Title: President

UNIVERSAL PARTS INCORPORATED

By: _____

Name: Nick F. Johnson

Title: President



Kara Waldorf

Nick F. Johnson

ASSIGNEE:

AP AIR, LLC

By: _____

Name: _____

Title: _____

Signature Page to IP Assignment

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

A.P. AIR, INC.

By: _____
Name: Nick F. Johnson
Title: President

UNIVERSAL PARTS INCORPORATED

By: _____
Name: Nick F. Johnson
Title: President

Kara Waldorf

Nick F. Johnson

ASSIGNEE:

AP AIR, LLC

By: _____
Name: Jeff Hawk
Title: CEO/COO

Signature Page to IP Assignment

EXHIBIT A

INTELLECTUAL PROPERTY

PATENT:

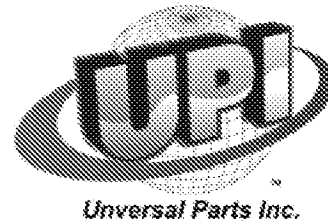
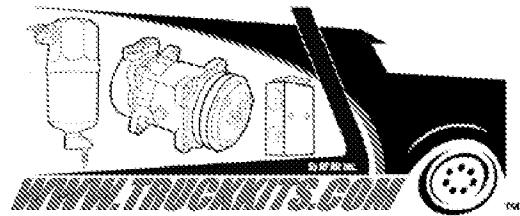
1. USPTO Patent No. D563,435 S dated Mar. 4, 2008 for invention described as “Air Conditioner/Compressor Adapter Plate”

DOMAIN NAMES:

Type	Domain	Status	Expiration Date	Cost/Year	Used for
Domain Name	APAIRINC.COM	Active	2/20/2024	\$18.99	AP Air Website & Email
Domain Name	infernocabheater.com	Active	2/21/2023	\$18.99	Forwards to INFERNOHEATERS.COM
Domain Name	infernocabheaters.com	Active	2/21/2023	\$18.99	Forwards to INFERNOHEATERS.COM
Domain Name	infernoheaters.com	Active	4/13/2022	\$18.99	Inferno Heaters Website & Email
Domain Name	UNIVERSALPARTSINC.COM	Active	12/12/2023	\$18.99	Univ Parts Website
Domain Name	UNIVPARTS.COM	Active	11/20/2023	\$18.99	Forwards to UNIVERSALPARTSINC.COM & Email
Domain Name	UPIATV.COM	Active	1/4/2024	\$18.99	Forwards to UNIVERSALPARTSINC.COM
SSL Cert	*.apairinc.com	Active	2/1/2023	\$449.99	Wild Card Certificate used on website, VPN.
Web Hosting	catalogs.apairinc.com	Active	5/15/2021	\$107.88	Flip book catalog hosting.
Domain Name	TRUCKKITS.COM	Active	1/18/2023	\$18.99	Forwards to APAIRINC.COM
Domain Name	acagkits.com	Active	11/7/2022	\$18.99	Forwards to APAIRINC.COM
Domain Name	acautokits.com	Active	11/7/2022	\$18.99	Forwards to APAIRINC.COM
Domain Name	acoverhaul.com	Active	4/8/2023	\$18.99	Forwards to APAIRINC.COM
Domain Name	actruckkits.com	Active	3/5/2022	\$18.99	Forwards to APAIRINC.COM
Domain Name	acunder100.com	Active	4/7/2023	\$18.99	N/A
Domain Name	acunder99.com	Active	4/7/2023	\$18.99	N/A
Domain Name	agacinc.com	Active	4/7/2023	\$18.99	Forwards to APAIRINC.COM
Domain Name	agackit.com	Active	4/20/2022	\$18.99	Forwards to APAIRINC.COM
Domain Name	agackits.com	Active	4/20/2022	\$18.99	Forwards to APAIRINC.COM
Domain Name	agairinc.com	Active	4/7/2023	\$18.99	Forwards to APAIRINC.COM
Domain Name	agpartsair.com	Active	4/8/2023	\$18.99	Forwards to APAIRINC.COM
Domain Name	allmakesac.com	Active	3/6/2023	\$18.99	Forwards to APAIRINC.COM
Domain Name	alumitechradiator.com	Active	4/8/2023	\$18.99	Forwards to UNIVERSALPARTSINC.COM
Domain Name	apairac.com	Active	4/20/2022	\$18.99	Forwards to APAIRINC.COM
Domain Name	apairinc.net	Active	3/6/2023	\$18.99	Forwards to APAIRINC.COM

Domain Name	apairparts.com	Active	4/8/2023	\$18.99	Forwards to APAIRINC.COM
Domain Name	aptruck.com	Active	4/8/2023	\$18.99	Forwards to APAIRINC.COM
Domain Name	drytechdriers.com	Active	4/8/2023	\$18.99	Forwards to APAIRINC.COM
Domain Name	drytechseries.com	Active	4/8/2023	\$18.99	Forwards to APAIRINC.COM
Domain Name	semiac.com	Active	6/23/2022	\$18.99	Forwards to APAIRINC.COM
Domain Name	TRACTORAC.COM	Active	4/8/2025	\$18.99	Forwards to APAIRINC.COM
Domain Name	truckackit.com	Active	1/31/2023	\$18.99	Forwards to APAIRINC.COM
Domain Name	UPIRADIATOR.COM	Active	4/8/2023	\$18.99	Forwards to UNIVERSALPARTSINC.COM
Domain Name	UTVHEATER.COM	Active	4/8/2023	\$18.99	Forwards to UNIVERSALPARTSINC.COM

LOGOS:



TRADE NAMES:

1. AP Air
2. Universal Parts
3. Universal Parts, Inc.
4. UPI
5. Inferno Cab Heaters

SOCIAL MEDIA ACCOUNTS:

1. Facebook – AP Air, Inc.
2. Facebook – Inferno Cab Heaters
3. Youtube – AP Air
4. Youtube – Inferno Heaters
5. Twitter – @CabHeaters
6. Instagram - infernocabheaters

ASSIGNED TRADEMARKS:

Mark	Registration No. and Registration Date	Application Serial No. and Application Date	Jurisdiction	Status
AP AP Air Inc.	5866546, 9/24/2019	88290907, 2/6/2019	US	Active
Alumi-Tech	5120490, 1/10/2017	86741444, 8/29/2015	US	Active
Inferno Cab Heaters	5802113, 7/9/2019	88041409, 7/17/2018	US	Active
Ag Line Hose Assemblies	78031201, 10/18/2000	2567519, 5/7/2002	US	Expired/ Dead