

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725651

<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>
Quanta Inline Devices, LLC		04/15/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	B. G. Technical, Inc.		
<b>Street Address:</b>	12808 W. Airport Blvd. #250		
<b>City:</b>	Sugar Land		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77478		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5686569	Q-INLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7135521758		
<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>	832-615-4290		
<b>Email:</b>	kpruett@boyarmiller.com		
<b>Correspondent Name:</b>	Karen Pruett		
<b>Address Line 1:</b>	2925 Richmond Ave. 14th Floor		
<b>Address Line 4:</b>	Houston, TEXAS 77098		
<b>NAME OF SUBMITTER:</b>	Karen Pruett		
<b>SIGNATURE:</b>	/Karen Pruett/		
<b>DATE SIGNED:</b>	05/04/2022		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Agreement") is made effective as of April 15, 2022 by and between **Quanta Inline Devices, LLC**, a Texas limited liability company ("Seller"), and **B. G. Technical, Inc.**, a Texas corporation ("Buyer"). Each of Buyer and Seller are sometimes referred to herein as a "Party" and, collectively, as the "Parties."

**WHEREAS**, Buyer and Seller are parties to that certain Equipment Purchase Agreement, dated as of April 14, 2022 (the "Purchase Agreement"), in which, among other things, Seller agrees that Seller shall sell, convey, assign, transfer and deliver all of Seller's right, title and interest in and to the Purchased Assets to Buyer;

**WHEREAS**, the Purchased Assets include the Trade Name, which, as such term is defined in the Purchase Agreement, includes the registered trademark set forth in **Schedule A** hereto to the extent of Seller's rights therein (the "Assigned Trademark"); and

**WHEREAS**, Seller is selling to Buyer, and Buyer is purchasing from Seller, any and all of Seller's right, title and interest in and to the Assigned Trademark;

**NOW, THEREFORE**, in consideration of the respective representations, warranties, covenants and agreements set forth herein and for good and valuable consideration, including consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

### **ARTICLE 1**

#### DEFINITIONS AND ORDER OF PRECEDENCE

Section 1.1 Definitions from Purchase Agreement. Capitalized terms used but not otherwise defined in this Agreement have the meaning given to them in the Purchase Agreement.

Section 1.2 Order of Precedence. Notwithstanding anything to the contrary herein, Seller is executing and delivering this Trademark Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement. In the event of any ambiguity or conflict between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

### **ARTICLE 2**

#### ASSIGNMENT

Section 2.1 Assignment. Seller hereby sells, conveys, assigns, transfers and delivers, irrevocably, absolutely and unconditionally, and Buyer hereby accepts, any and all of the right, title and interest of Seller in and to the Assigned Trademark together with any and all goodwill of Seller connected with and symbolized by the Assigned Trademark.

**ARTICLE 3**  
**OTHER PROVISIONS**

Section 3.1 Successors and Assigns. This Agreement shall be binding upon and will inure to the benefit of the Parties and their successors and assigns, and any reference to a Party will also be a reference to a successor or assign.

Section 3.2 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof that would cause the laws of any jurisdiction other than the State of Texas to be applied. The Parties irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the federal and state courts located in Houston, Harris County, Texas.

Section 3.3 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

Section 3.4 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, (ii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the U.S. Postal Service or (iii) upon receipt, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Seller:

Quanta Inline Devices, LLC  
c/o Quanta Services, Inc.  
2800 Post Oak Blvd., Suite 2600  
Houston, TX 77056-6175  
Attn: General Counsel

With a copy, which shall not constitute notice, to:

Shelton M. Vaughan, P.C.  
Duane Morris LLP  
1330 Post Oak Blvd., Suite 800  
Houston, Texas 77056-3166

If to Buyer:

B. G. Technical, Inc.  
12808 W. Airport Blvd. #250  
Sugar Land, TX 77478

Attn: Geoff Onuoha  
E-mail: [geoff.o@bgtechnical.com](mailto:geoff.o@bgtechnical.com)

With a copy, which shall not constitute notice, to:

Steve Kesten  
BoyarMiller  
2925 Richmond Ave., 14<sup>th</sup> Floor  
Houston, TX 77098

Any party may change its address for the purpose of this Section by giving the other party written notice of its new address in the manner set forth above.

Section 3.5 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as further or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 3.6 Entire Agreement. This Agreement, together with **Schedule A**, and the Purchase Agreement set forth the entire agreement and understanding of the Parties in respect of the Assigned Trademark and supersede all prior discussions, negotiations, agreements, arrangements, and understandings, whether oral or written, relating to the subject matter hereof and thereof. There are no warranties, representations, or other agreements between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement or the Purchase Agreement.

Section 3.7 Parties in Interest. Except as expressly set forth herein, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than Seller and Buyer and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligations or liability of any third persons to Seller or Buyer. No provision of this Agreement shall give any third persons any right of subrogation or action over or against Seller or Buyer.

Section 3.8 Legal Fees. If any action or proceeding is brought to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the non-prevailing party any costs and expenses (including reasonable attorneys' fees and costs of court) incurred by the prevailing party in connection with such action or proceeding and the enforcement of any judgment or order resulting therefrom.

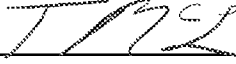
Section 3.9 Section and Paragraph Headings. The section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 3.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

**QUANTA INLINE DEVICES, LLC**

By:   
Name: Tom McLaughlin  
Title: President

**B. G. TECHNICAL, INC.**

By: \_\_\_\_\_  
Name: Geoff Onuoha  
Title: President

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

**QUANTA INLINE DEVICES, LLC**

By: \_\_\_\_\_  
Name: Tom McLaughlin  
Title: President

**B. G. TECHNICAL, INC.**

By: Geoffrey Onuoha  
Name: Geoff Onuoha  
Title: President



Schedule A

Assigned Trademark

Legal/Registered Owner	Mark Name	Territory Code	Status	Serial No.	Granted Date	Registration No.
Quanta Inline Devices, LLC	Q-INLINE	US	Registered	87058126	February 26, 2019	5686569

TRADEMARK

REEL: 007711 FRAME: 0915

RECORDED: 05/04/2022