

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/31/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RFX, Inc.		03/27/2023	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	RFX LLC		
Street Address:	900 Town & Country Lane		
Internal Address:	Suite 330		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77024		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5914911	WHAT WE DO MATTERS	
Registration Number:	5914349	RFX	
Registration Number:	5174872	RFX	
Registration Number:	5174871	RFX FORWARD.	
Registration Number:	3034052	RFX	
Registration Number:	2881235	RFX	
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>			
Email:	sedbrooke@gerbenlawfirm.com		
Correspondent Name:	Sophie Edbrooke		
Address Line 1:	1050 Connecticut Ave NW		
Address Line 2:	Suite 500		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Sophie Edbrooke, Authorized Attorney		
SIGNATURE:	/Sophie Edbrooke/		

OP \$165.00 5914911

DATE SIGNED:	03/27/2023
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Total Attachments: 2
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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (“Assignment”) is made of record between RFX, Inc., a Massachusetts corporation (“Assignor”), and RFX LLC, a Pennsylvania limited liability company with a business address of 900 Town & Country Lane, Suite 330 Houston, Texas 77024 (“Assignee”).

RECITALS

WHEREAS, Assignor is the last listed owner of the following federal trademark registrations:

1. WHAT WE DO MATTERS (Reg. No. 5914911);
2. RFX (Reg. No. 5914349);
3. RFX (Reg. No. 5174872);
4. RFX FORWARD (Reg. No. 5174871);
5. RFX (Reg. No. 3034052); and
6. RFX (Reg. No. 2881235) (collectively referred to hereafter as the “Registrations”);

WHEREAS, the Assignee is the successor to that portion of Assignor’s business to which the marks shown in the Registrations pertain, which business is ongoing and existing;

WHEREAS, the Assignor assigned, on or about Jan 31, 2022 to Assignee all of its rights, titles, goodwill, and interest in the RFX and RFX marks and the associated Registrations (collectively referred to hereafter as the “Trademarks”), together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, the Assignor and the Assignee wish to evidence this assignment by executing this instrument;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged and in consideration of the foregoing recitals and mutual promises contained herein, Assignor and Assignee hereby evidence the assignment as follows:

1. Assignment. Assignor confirms that on or about Jan 31, 2022, Assignor did and has assigned to Assignee: (1) all the property, right, title, and interest in and to the Trademarks including all common law rights connected therein together with the Registration and Applications therefore for the United States and throughout the world together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademarks.

2. Acceptance. Assignee hereby acknowledges that it accepted the foregoing assignment for good and valuable consideration on or around Jan 31, 2022, and wishes to evidence this assignment by executing this instrument.


Assignor and Assignee have executed this Agreement as of Mar 27, 2023.

Assignor:

Assignee:

RFX, Inc.

RFX LLC

Signature: 
Kimberly Welby (Mar 27, 2023 07:23 EDT)

Signature: 

Printed Name:
Kimberly Welby

Printed Name: **Jason Gassman**

Title: **President**

Title: **CFO**