

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM814103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPG Plumbing and Mechanical Services, Inc.		03/17/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	JPG Plumbing and Mechanical, Inc.		
Street Address:	500 Griswold Street		
Internal Address:	STE 2700		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97492419	TANK VISION	
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:	2485668620		
Email:	trademark@honigman.com		
Correspondent Name:	Steven M Forte		
Address Line 1:	39400 Woodward Ave		
Address Line 2:	Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	274906-520210		
NAME OF SUBMITTER:	Steven M Forte		
SIGNATURE:	/steven m forte/		
DATE SIGNED:	05/31/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment"), dated as of March 17, 2023, is made by JPG Plumbing and Mechanical Services, Inc., a Maryland corporation ("Assignor"), in favor of JPG Plumbing and Mechanical, Inc., a Delaware corporation ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties."

RECITALS

WHEREAS, Assignor and Assignee have entered into the certain Asset Purchase Agreement dated as of March 17, 2023, whereby Assignor agreed to sell the Acquired Assets (as defined in the Agreement) to Assignee and Assignee agreed to acquire the Acquired Assets (the "Agreement").

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign, and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title, and interest in and to the Acquired Assets, as set forth below.

NOW, THEREFORE, for good and valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Mark**. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee accepts, all of Assignor's right, title, and interest in and to the following:
 - (a) the trademark application set forth on **Schedule 1** hereto, including any rights of extension, modification, renewal, amendment, or replacement thereof (the "**Mark**"), together with all of the goodwill of the business connected with the use, of, and symbolized by, the Mark;
 - (b) all rights of any kind whatsoever of Assignor accruing under the Mark 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 the Mark; and
 - (d) any and all claims and causes of action with respect to the Mark, 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, 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. **Further Assurances**. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect the rights and interests of Assignee in and to the Mark assigned herein.
3. **Binding Effect**. This Trademark Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors, and permitted assigns. Neither this Trademark Assignment nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

4. **Conflict With Agreement.** This Trademark Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede, and prevail.

5. **Counterparts.** This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. **Facsimile Signatures.** A signature to this Trademark Assignment delivered by telecopy or other electronic means will be deemed valid.

7. **Governing Law.** This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).


8. **Amendment.** This Trademark Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[Signature page follows]

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

ASSIGNEE:

JPG Plumbing and Mechanical Services, Inc.

By: 
Name: John Geiling
Title: President

ASSIGNOR:

JPG Plumbing and Mechanical, Inc.

By: _____
Name: Cale Kaczmarek
Title: Vice President

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

ASSIGNEE:

JPG Plumbing and Mechanical Services, Inc.

By: _____

Name: John Geiling

Title: President

ASSIGNOR:


JPG Plumbing and Mechanical, Inc.

By: Cale Kaczmarek _____

Name: Cale Kaczmarek

Title: Vice President

Schedule 1

Mark/Name	Country	Status/Key Dates	App. No./Reg. No.	Full Goods/Services
	United States (Federal)	Pending Application, July 13, 2022 Office Status: New Application - Record Initialized Not Assigned to Examiner Intl Class: 37 First Use: February 17, 2022 Filed: July 7, 2022 Register Type: Principal Register	SN: 97492419	Intl Class: 37 (Intl Class: 37) Plumbing and mechanical services; namely, electronically monitoring customers' grease traps and stormwater management structures to ascertain the levels of grease and sludge to determine when inspection and pumping is needed