

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840737

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900797987		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gorham/Schaffler, Inc.		09/05/2023	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	ETAيروس HVAC JV, LLC		
Street Address:	1847 Vanderhorn Drive		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38134		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6268242	ETAيروس HVAC	
CORRESPONDENCE DATA			
Fax Number:	9015252389		
<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:	9015761775		
Email:	bbradley@glankler.com		
Correspondent Name:	/William R. Bradley, Jr./		
Address Line 1:	6000 Poplar		
Address Line 2:	Suite 400		
Address Line 4:	Memphis, TENNESSEE 38119		
NAME OF SUBMITTER:	William R. Bradley, Jr.		
SIGNATURE:	/WRBjr/		
DATE SIGNED:	09/20/2023		
Total Attachments: 2			
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source=Trademark Assignment (Gorham-Schaffler, Inc.)#page2.tif			

ASSIGNMENT OF TRADEMARK AND TRADEMARK REGISTRATION

This Assignment of Trademark and Trademark Registration (this "Assignment") is entered into by and between Gorham/Schaffler, Inc., a Tennessee corporation ("Assignor"), and Etairos HVAC JV, LLC, a Tennessee limited liability company ("Assignee"), on September 5, 2023 ("Effective Date").

WHEREAS, Assignor is the sole and exclusive owner of all right, title, and interest in and to the trademark ETAIROS HVAC and the federal registration therefor (U.S. Reg. No. 6268242) (collectively, "ETAIROS HVAC TRADEMARK");

WHEREAS, Assignor intends to assign the ETAIROS HVAC TRADEMARK including the federal trademark registration therefor (U.S. Reg. No. 6268242) to Assignee;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. Assignor hereby absolutely, unconditionally, and irrevocably transfers and assigns to Assignee, its successors and permitted assigns all right, title, and interest in and to ETAIROS HVAC TRADEMARK, including the federal trademark registration therefor (U.S. Reg. No. 6268242), together with all goodwill connected with the use of, and symbolized by, ETAIROS HVAC TRADEMARK.

2. Assignor further assigns to Assignee, its successors, and permitted assigns, all income, royalties, fees, damages, and other proceeds that are or may hereafter become due or payable to Assignor with respect to ETAIROS HVAC TRADEMARK.

3. Assignor hereby agrees to execute and deliver all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to assist in the registration and protection of ETAIROS HVAC TRADEMARK and to secure and to protect the assignments set forth in this Assignment, including, without limitation, the execution and delivery of any reasonably necessary documentation and the provision of reasonable cooperation as to any matters set forth herein.

4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

5. THIS TRADEMARK ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE OTHER THAN CONFLICT OF LAWS PRINCIPLES THEREOF

DIRECTING THE APPLICATION OF ANY LAW OTHER THAN THAT OF THE STATE OF DELAWARE.

6. This Assignment is effective as of the Effective Date and shall be binding upon the parties, their successors and permitted assigns, and all others acting by, through, with, or under their direction, and all those in privity with them.

7. This Assignment and any rights hereunder shall not be assigned, hypothecated, or otherwise transferred by Assignor without the prior written consent of Assignee, which consent may be withheld for any reason or no reason. Any assignment, hypothecation, or transfer in contravention of this provision shall be void.

ASSIGNOR:

ASSIGNEE:

Gorham/Schaffler, Inc.

Etairos HVAC JV, LLC

DocuSigned by:
By: Brian Schaffler
GD1FD10D39F043D...
Brian Schaffler, President

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By: Brian Schaffler
GD1FD10D39F043D...
Brian Schaffler, President