

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXGEN, LLC		11/14/2023	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Raymond & Lae Engineering, Inc.		
Street Address:	104 Racquette Drive		
City:	Fort Collins		
State/Country:	COLORADO		
Postal Code:	80524		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86752994	ICE FLOW	
Registration Number:	3066398	LIFT-N-LOCK	
Registration Number:	3068756	TRIAD	
Registration Number:	4691467	RIVER COOLING SYSTEMS	
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:	9704921100		
Email:	micheled@patentlegal.com		
Correspondent Name:	COCHRAN FREUND & YOUNG LLC		
Address Line 1:	2026 CARIBOU DRIVE		
Address Line 2:	SUITE 201		
Address Line 4:	Fort Collins, COLORADO 80525		
NAME OF SUBMITTER:	Michele DiPietro		
SIGNATURE:	/Michele DiPietro/		
DATE SIGNED:	11/14/2023		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS AND TRADENAMES

THIS ASSIGNMENT OF TRADEMARKS AND TRADENAMES ("Assignment") is made by NXGEN, LLC, a Colorado limited liability company (the "Assignor") for the benefit of RAYMOND & LAE ENGINEERING, INC., a Colorado corporation ("Assignee").

Background

Pursuant to that certain Purchase and Sale Agreement by and between Assignor and Assignee dated March 10, 2017, Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to accept from Assignor the transfer and assignment of all right, title and interest in the trademarks and trade names as more particularly set forth on Schedule 2.6 to the that Purchase and Sale Agreement (collectively, the "Marks") effective April 10, 2017, and set forth on Exhibit A hereto.

NOW, THEREFORE,

Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business symbolized by and associated with the Marks and all rights to sue for infringement of any Marks, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Assignor hereby appoints Assignee its true and lawful agent and attorney in fact, with full power of substitution, in the name and stead of Assignors but on behalf and for the benefit of Assignee and its successors from time to time to file such assignment forms as are necessary to evidence the transfer of the Marks to Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officers to execute this Assignment of Trademarks and Tradenames as of the date below, with an effective date of April 10, 2017.

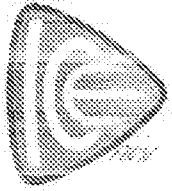

NXGEN LLC, a Colorado limited liability company

Gary Mejer
By: Gary Mejer
Its: Managing Partner

Date: 11-14-2023

Exhibit A

TRADEMARKS:

Trademark Application	Appl. Ser. No.	Reg. No.
ICE FLOW Design/Word 	86/752,994	
TRIAD (Design) 	77/728,187	3,809,209 (expired)
LIFT-N-LOCK	76/573,269	3,066,398
TRIAD	76/573,271	3,068,756
RIVER COOLING SYSTEM	86/311,836	4,691,467