

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM857362

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eugene A-1 Coupling & Hose, Inc.		11/01/2023	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	A-1 Coupling & Hose, LLC		
<b>Street Address:</b>	155 Federal Street, Suite 702		
<b>Internal Address:</b>	c/o JMH Capital		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3210186	CONTRACTOR'S CHOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>	2027395866		
<b>Email:</b>	felicia.gordon@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	121843.0017		
<b>NAME OF SUBMITTER:</b>	Felicia D. Gordon		
<b>SIGNATURE:</b>	/Felicia D. Gordon/		
<b>DATE SIGNED:</b>	11/30/2023		
<b>Total Attachments: 7</b>			
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source=IP and Domain Name Assignment [Executed]#page7.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

**THE ASSIGNMENT OF INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT** (this “**Assignment**”), is entered into by and between Eugene A-1 Coupling & Hose, Inc., an Oregon corporation having an address of 2050 W Broadway, Eugene, Oregon 97402 (“**Assignor**”), and A-1 Coupling & Hose, LLC, a Delaware limited liability company having an address of c/o JMH Capital, 155 Federal Street, Suite 702, Boston, Massachusetts 02110 (“**Assignee**”), and is effective as of November 1, 2023 (“**Effective Date**”).

**WHEREAS**, Assignor owns the trademarks listed in the attached Schedule A (the “**Trademarks**”), is the registrant for the domain names listed in the attached Schedule B (the “**Domain Names**”), and is the owner of or controls the social media accounts and account names listed in the attached Schedule C (the “**Social Media Accounts**”);

**WHEREAS**, Assignor has entered into an Asset Purchase Agreement dated as of November 1, 2023 (the “**Agreement**”), in which Assignor agreed to assign the Trademarks, the Domain Names, and all other Intellectual Property, together with the goodwill associated with any of the foregoing, to Assignee; and

**WHEREAS**, Assignor desires to sell, transfer, convey and assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Trademarks, the Domain Names, the Social Media Accounts, and all other Intellectual Property, together with the goodwill associated with any of the foregoing.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth in this Assignment:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used in this Assignment have the respective meanings given to them in the Agreement.

2. **Assignment of Intellectual Property.** Assignor hereby sells, transfers, conveys and delivers to Assignee, free and clear of all Encumbrances, other than Permitted Encumbrances, all of Assignor’s right, title and interest in and to the Trademarks, Domain Names, Social Media Accounts, and all other Intellectual Property, together with the goodwill associated with any of the foregoing, and all rights to sue for past, present and future infringement thereof and to receive any recoveries therefor. Assignor does further consent to the recordation of this Assignment with any governmental agency, as required or desired by Assignee, including, without limitation, the United States Patent and Trademark Office and any other state or foreign trademark office.

3. **Domain Name and Social Media Account Transfers.**

A. Concurrently with the execution of this Assignment, Assignor shall provide Assignee with all relevant account information for each Domain Name and Social Media Account, including, but not limited to, all log-in names, user names, authorization codes and passwords as may be necessary to enable Assignee to obtain administrative rights and control over each Domain Name and Social Media Account. Promptly after the Effective Date, Assignor shall use commercially reasonable efforts to undertake such other acts as may be

reasonably required to transfer the administrative rights to the Domain Names and Social Media Accounts to Assignee.

B. Assignor authorizes and requests the applicable registration authority to transfer the Domain Names and the registrations thereof from the Assignor to the Assignee.

C. Assignor authorizes and requests the applicable social media or other online platform provider to transfer the ownership and control of the Social Media Accounts from the Assignor to the Assignee.

D. Assignor hereby acknowledges that upon transfer of the Domain Names and Social Media Accounts, Assignee shall, as between Assignor and Assignee, be the sole and exclusive registrant and account owner, as applicable, of the Domain Names and Social Media Accounts.

4. **Mutual Cooperation**. Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary to fully secure to Assignee the rights, titles and interests conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office, state trademark offices and in foreign trademark offices.

5. **Terms of the Agreement**. This Assignment is subject to all of the terms, conditions and limitations set forth in the Agreement. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment in any way supersedes, modifies, replaces, amends, changes, rescinds, expands, exceeds or enlarges or in any way affects the provisions, including the representations, warranties, covenants, agreements, conditions, indemnities or in general, any rights and remedies, and any of the obligations set forth in the Agreement. If there is any inconsistency between the Agreement and this Assignment, the Agreement will control and govern.

6. **Governing Law**. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in that state, without giving effect to its conflicts or choice of laws rules to the extent those rules are not mandatorily applicable by statute and would require or permit the application of another jurisdiction's law.

7. **Counterparts**. This Assignment may be executed in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docuSign.com](http://www.docuSign.com)) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*(Signature Pages to Follow)*

**ASSIGNOR:**

Eugene A-1 Coupling & Hose, Inc.,  
an Oregon corporation

By: James W. Evans

Name: James W. "Wes" Evans

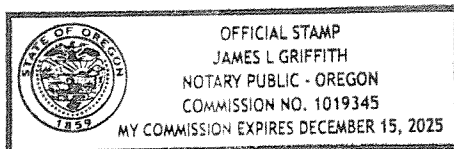
Title: President

STATE OF Oregon  
COUNTY OF Washington

**SUBSCRIBED AND SWORN** to before me on this 30 day of October, 2023  
appeared James W. Evans the person who signed this instrument, who acknowledged that  
[he][she] is the President of Eugene A-1 Coupling & Hose, Inc. and that being duly  
authorized [he][she] signed such instrument as a free act on behalf of Eugene A-1 Coupling &  
Hose, Inc..

[Signature]  
Notary Public

My Commission Expires: 12/15/2025

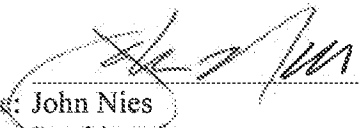


The foregoing assignment by Eugene A-1 Coupling & Hose, Inc. is hereby accepted as of the 30<sup>th</sup> day of October, 2023.

**ASSIGNEE:**

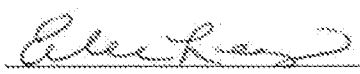
A-1 Coupling & Hose, LLC,  
a Delaware limited liability company

By: Hydratech Holdings, Inc.,  
a Delaware corporation,  
its manager

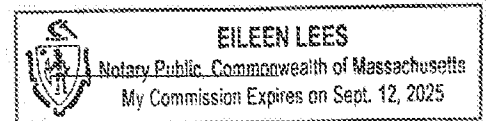
By:   
Name: John Nies  
Title: President

STATE OF Massachusetts  
COUNTY OF Suffolk

**SUBSCRIBED AND SWORN** to before me on this 30<sup>th</sup> day of October, 2023, appeared John Nies, the person who signed this instrument, who acknowledged that he is the President of Hydratech Holdings, Inc., the sole manager of A-1 Coupling & Hose, LLC, and that being duly authorized he signed such instrument as a free act on behalf of A-1 Coupling & Hose, LLC.

  
Notary Public

My Commission Expires:



**SCHEDULE A**

**Trademarks**

Unregistered A-1 Coupling design trademark

CONTRACTOR'S CHOICE standard character mark, Registration #3210186

**SCHEDULE B**

**Domain Names**

<https://a1coupling.com/>



**SCHEDULE C**

**Social Media Accounts**

<https://www.facebook.com/alcoupling2050/>

<https://www.linkedin.com/company/a-l-coupling-&-hose>