

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI107846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNITED AIR-TEMP, AIR CONDITIONING AND HEATING, INC.		01/14/2021	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Company Name:	UNITED AIR-TEMP, AIR CONDITIONING AND HEATING, LLC		
Street Address:	6900 Hill Park Dr.		
City:	Lorton		
State/Country:	VIRGINIA		
Postal Code:	22079		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6222617	MEASURING SUCCESS IN DEGREES	
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:	7049162380		
Email:	nina.dhillon@troutman.com		
Correspondent Name:	Dave Wormser		
Address Line 1:	401 9th Street NW, Suite 1000		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	114064.92		
NAME OF SUBMITTER:	NARINDER DHILLON		
SIGNATURE:	NARINDER DHILLON		
DATE SIGNED:	03/20/2024		
Total Attachments: 18			
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**ARTICLES OF ENTITY CONVERSION
OF
UNITED AIR-TEMP, AIR CONDITIONING AND HEATING, INC.**

Pursuant to Title 13.1, Chapter 9, Article 12.2 of the Code of Virginia, the undersigned, on behalf of the corporation set forth below, states as follows:

ARTICLE I

The name of the Virginia corporation entity immediately before the filing of these Articles of Entity Conversion is United Air-Temp, Air Conditioning and Heating, Inc. The corporation shall convert to a Virginia limited liability company and its name shall be United Air Temp, Air Conditioning and Heating, LLC.

ARTICLE II

The converting corporation was originally incorporated on April 4, 1983 as a stock corporation with the name Air-Comfort, Inc. of Virginia. The converting corporation subsequently changed its legal name to Air-Temp, Air Conditioning and Heating, Inc. effective as of August 11, 1983. The converting corporation subsequently changed its legal name to United Air-Temp, Air Conditioning and Heating, Inc. effective as of March 20, 1984.

ARTICLE III

The plan of entity conversion, pursuant to § 13.1-722.10 of the Code of Virginia, is set forth as follows:

- A. The full text of the articles of organization of the resulting limited liability company as they will be in effect upon consummation of the conversion is attached hereto and made a part hereof as Exhibit A
- B. The plan of entity conversion is attached hereto and made a part hereof as Exhibit B.

ARTICLE IV

The plan of entity conversion was approved by the unanimous consent of the shareholders on January 14, 2021.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed these Articles of Conversion this 14th day of January, 2021.


By: 
Name: Dorin G. Ivanescu
Title: Chief Executive Officer
Corporation's SCC ID # 02403350

EXHIBIT A
ARTICLES OF ORGANIZATION

(See attached.)



Form
LLC1011
(Rev. 07/20)

State Corporation
Commission

Articles of Organization of a Virginia Limited Liability Company

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia, the undersigned state(s) as follows:

Article I The limited liability company's name:
United Air Temp, Air Conditioning and Heating, LLC

Article II A. The name of the LLC's initial registered agent: C T Corporation System.

B. The initial registered agent is: **(Mark appropriate box.)**

(1) an INDIVIDUAL who is a resident of Virginia **and**

- a member or manager of the LLC.
- a member or manager of a limited liability company that is a member or manager of the LLC.
- an officer or director of a corporation that is a member or manager of the LLC.
- a general partner of a general or limited partnership that is a member or manager of the LLC.
- a trustee of a trust that is a member or manager of the LLC.
- a member of the Virginia State Bar.

OR

(2) a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

Article III A. The LLC's initial registered office address, including the street and number, if any, which is identical to the business office of the registered agent, is

4701 Cox Road, Suite 285 Glen Allen, VA 23060
(number/street) (city or town) (zip)

B. The registered office is located in the county or city of Henrico

Article IV The LLC's principal office address, including the street and number, is

6900 Hill Park Drive Lorton VA 22079
(number/street) (city or town) (state) (zip)

Signature(s) of Organizer(s):

Signature	Printed Name	Date	Tel. # (optional)	Email Address (optional)
	Charles Camp	1/14/2021	(703) 934-2660	rcamp@glpclaw.com

Business Tel. # (optional)	Business Email Address (optional)
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Required Fee: \$100.00

EXHIBIT B

PLAN OF ENTITY CONVERSION

(See attached.)

Exhibit B

308528679.2

TRADEMARK
REEL: 008374 FRAME: 0684

PLAN OF CONVERSION

THIS PLAN OF CONVERSION (this "Plan") is hereby adopted to effect the conversion of United Air-Temp, Air Conditioning and Heating, Inc., a Virginia corporation (the "Converting Entity"), into United Air Temp, Air Conditioning and Heating, LLC, a Virginia limited liability company (the "Surviving Entity").

WITNESSETH:

WHEREAS, the members of the Board of Directors of the Converting Entity have deemed it advisable, desirable and in the best interests of the Converting Entity that the Converting Entity be converted into the Surviving Entity pursuant to the terms and conditions contained herein (the "Conversion") and have, by unanimous written consent, duly adopted and approved this Plan and the Conversion in accordance with the provisions of the Virginia Limited Liability Company Act, as amended (the "Act"), the Virginia Stock Corporation Act, as amended (the "VSCA"), and the Bylaws of the Converting Entity (the "Bylaws").

WHEREAS, the sole shareholder of the Converting Entity (the "Sole Shareholder") holding all of the outstanding shares of the Converting Entity has, by written consent, duly adopted and approved this Plan and the Conversion in accordance with the provisions of the Virginia Limited Liability Act, the VSCA, and the Bylaws.

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements contained herein and subject to the terms and conditions hereinafter set forth, it is agreed as follows:

1. Conversion and Effective Time. The Converting Entity shall, pursuant to the VSCA and the Act, be converted into the Surviving Entity, which shall continue to exist as the surviving entity pursuant to the provisions of the Act. The Conversion shall become effective at the time set forth in the Certificate of Conversion filed with the Secretary of State of the State of Virginia (the "Effective Time").

2. Articles of Organization of Surviving Entity. The Articles of Organization of the Surviving Entity attached hereto as Exhibit A shall be the Articles of Organization of the Surviving Entity as of the Effective Time and shall continue in full force and effect until amended or changed in the manner prescribed by the Articles of Organization, the Operating Agreement of the Surviving Entity and the provisions of the Act. The Articles of Organization will be executed by a duly authorized representative of the Converting Entity, as an "authorized person" within the meaning of the Act.

3. Operating Agreement of Surviving Entity. The Operating Agreement of the Surviving Entity attached hereto as Exhibit B shall be the Operating Agreement of the Surviving Entity as of the Effective Time and shall continue in full force and effect until amended or changed in the manner prescribed by the Articles of Organization, the Operating Agreement of the Surviving Entity and the provisions of the Act.

4. Exchange of Shares of Common Stock for Membership Interests. As of the Effective Time, by virtue of the Conversion and by operation of law, all of the validly issued and

outstanding shares of the Converting Entity shall be converted into 1,000 Membership Units (as defined in the Operating Agreement) of the Surviving Entity, which represent one hundred percent (100%) of the issued and outstanding membership interests of the Surviving Entity. As a result, as of the Effective Time, the Sole Shareholder shall become the member of the Surviving Entity, and shall hold the same percentage of membership interests of the Surviving Entity as of the Effective Time as the percentage of the shares of the Converting Entity issued and outstanding to the Sole Shareholder immediately prior to the Effective Time.

5. Bylaws of the Converting Entity. As of the Effective Time, the Converting Entity's Bylaws shall automatically terminate and be of no further force and effect.

6. Directors. As of the Effective Time, the directors of the Corporation shall resign and UAT Holdco, Inc. shall become the manager of the Surviving Company. The manager of the Surviving Company shall serve in such capacity until such entity shall cease to serve in such capacity or shall be replaced in such capacity as provided in the Articles of Organization, Operating Agreement and the provisions of the Act.

7. Officers. The initial officers of the Surviving Entity as of the Effective Time shall be as follows:

Chief Executive Officer:	Dorin G. Ivanescu
President:	Michael V. Giordano
Secretary:	Dorin G. Ivanescu
Treasurer:	Dorin G. Ivanescu

Each officer of the Surviving Entity shall serve in their respective capacities as such until such individual shall cease to serve in such capacity or shall be replaced in such capacity as provided in the Articles of Organization, Operating Agreement of the Surviving Entity and the provisions of the Act.

8. Further Assurances. The Converting Entity stipulates that it will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Virginia to fully effectuate the Conversion, and that it will cause to be performed all necessary acts therein and elsewhere to fully effectuate the Conversion. The officers of the Surviving Entity and the Sole Shareholder shall do any and all acts and things, and make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan or of the Conversion provided for herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Plan effective as of this 14th day of January, 2021.

**UNITED AIR-TEMP, AIR CONDITIONING
AND HEATING, INC.**

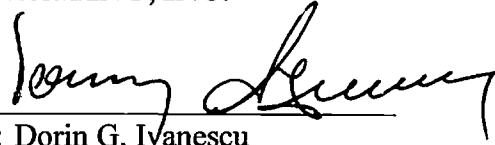
By: 
Name: Dorin G. Iyonescu
Title: Chief Executive Officer

EXHIBIT A
ARTICLES OF ORGANIZATION

(See attached.)

EXHIBIT B
OPERATING AGREEMENT

(See attached.)

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TRADEMARK
REEL: 008374 FRAME: 0690

LIMITED LIABILITY COMPANY AGREEMENT

OF

UNITED AIR TEMP, AIR CONDITIONING AND HEATING, LLC

This Limited Liability Company Agreement (this "Agreement") of UNITED AIR TEMP, AIR CONDITIONING AND HEATING, LLC, a Virginia limited liability company (the "Company") is entered into as of January 14, 2021 by UAT HOLDCO, INC., in its capacity as the sole member of the Company (the "Member") and as manager of the Company (the "Manager").

1. Name. The name of the Company is UNITED AIR TEMP, AIR CONDITIONING AND HEATING, LLC.

2. Formation. The Company was formed as a limited liability company resulting from the conversion (the "Conversion") of United Air-Temp, Air Conditioning and Heating, Inc., a Virginia corporation (the "Converting Entity"), into a Virginia limited liability company, pursuant to the Virginia Limited Liability Company Act, as amended (the "Act") and applicable provisions of Virginia law; and in connection with the Conversion, (i) Articles of Conversion and initial Articles of Formation of the Company (as amended or amended and restated from time to time, the "Articles of Formation") were filed with the Office of the Secretary of State of the State of Virginia to consummate the Conversion and (ii) the Member became the sole member of the Company, holding all of the Interest (as defined below).

3. Principal Place of Business. The principal place of business of the Company shall be at such location as the Manager may determine from time to time.

4. Registered Agent and Registered Office. The registered agent and registered office of the Company in Virginia shall be as set forth in the Articles of Formation. The Manager may change the registered agent and/or registered office of the Company at any time.

5. Purpose. The Company is formed for the purpose of engaging in any business for which a limited liability company may be formed pursuant to the Act.

6. Registered Office. The address of the registered office of the Company in the State of Virginia is the office of the initial registered agent named in the Articles of Formation or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by law.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Virginia is the initial registered agent named in the Articles of Formation or such other person as the Manager may designate from time to time in the manner provided by law.

8. Capital Contributions. Upon executing this Agreement, the Member contributed capital in exchange for a total of one hundred percent (100%) of the membership interests (as defined in the Act, the "Interest") of the Company, effective as of the Effective Time. The Member may make additional capital contributions to the Company; but in no event shall the

Member be required to make additional capital contributions to the Company, to loan money to the Company, or to cause the Company to borrow money from any other person.

9. Distributions. Prior to the dissolution of the Company, interim distributions from the Company shall be made at such times and in such amounts as may be determined by the Manager from time to time.

10. Allocations. Except as may be required by the Internal Revenue Code of 1986, as amended, or the provisions of any successor statute (the "Code"), for federal and applicable state income tax purposes: (a) all items of income, gain, loss, deduction and credit of the Company shall be allocated to the Member; and (b) if at any time at least one additional member is added, all items of income, gain, loss, deduction and credit of the Company shall thereafter be allocated between or among the members in proportion to their respective capital contributions or as such members otherwise agree.

11. Management. The business of the Company shall be managed by the Manager. The Manager shall have full authority to bind the Company and to enter into and execute any contract, agreement or other document on behalf of the Company. The Company may have one or more managers, as may be determined and appointed from time to time by the Member, in which case the business of the Company shall be managed by such manager(s). A manager shall hold office until his resignation or removal. The Member may remove any manager at any time, with or without cause. The Member may fill any vacancy in the position of manager, however created. A manager need not be a resident of Virginia or a member of the Company. The Manager shall not be required to hold or conduct any meetings at any time.

12. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written election of the Member, (b) the bankruptcy, dissolution, death or insanity of the Member or the occurrence of any other event which terminates the continued membership of the Member in the Company, or (c) the event of dissolution of the Company under the Act unless, if permitted by the Act, the Company is continued without dissolution (or the dissolution is revoked) in accordance with the Act.

13. Liability of Member and Manager. Unless otherwise provided by law or expressly assumed under a written instrument signed by the Member, the Member shall not be liable for the acts, debts or liabilities of the Company. Unless otherwise provided by law or expressly assumed under a written instrument signed by the Manager, the Manager shall not be liable for the acts, debts or liabilities of the Company.

14. Indemnification. The Company shall, to the fullest extent permitted by applicable law, indemnify, defend and hold the Member and the Manager harmless from and against any Claims (as defined below) suffered or sustained by them by reason of any acts, omissions or alleged acts or omissions by such Member or Manager on behalf of the Company within the scope of authority conferred on them by this Agreement, including any judgment, award, settlement, reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim; provided that the acts or omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were in good faith in accordance with their business judgment. The indemnification

provided by this Section shall be recoverable only out of the assets of the Company, and the Member shall not have any personal liability (or obligation to contribute capital to the Company) on account thereof. "Claim" means any obligation, liability, claim (including any claim for damage to property or injury to or death of any persons), lien or encumbrance, loss, damage, cost or expense (including any judgment, award, settlement, reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, including appellate proceedings, and any collection costs or enforcement costs).

15. Amendment. This Agreement may be amended from time to time with the written consent of the Member.

16. Assignment. The Member may at any time in its sole discretion, and without the consent or approval of the Manager or any other person or entity, pledge, assign, transfer or otherwise convey all or any part of the Member's Interest. Any permitted transferee of all or any portion of the Interest shall automatically and without further action be deemed admitted to the Company as a substituted member in respect of the Interest or such portion thereof transferred by the transferring Member (and, to the extent all of the Interest is transferred to a single transferee, applicable references herein to the "Member" shall be deemed to be and read as references to the transferee as the substituted sole member of the Company) and the transferring Member shall be deemed withdrawn in respect of the Interest or portion thereof. For the avoidance of doubt, the provisions hereof shall be binding upon any permitted transferee.

17. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Virginia, all rights and remedies being governed by said laws.

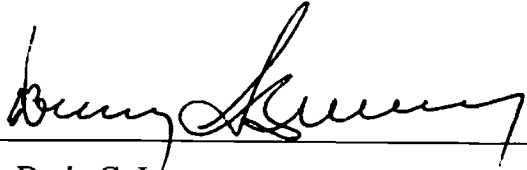
18. Effectiveness of this Agreement. This Agreement shall be effective as of the effective time of the Conversion (the "Effective Time").

[Signature Page Follows]

above. IN WITNESS WHEREOF, this Agreement is executed as of the date first written

MEMBER:

UAT HOLDCO, INC.

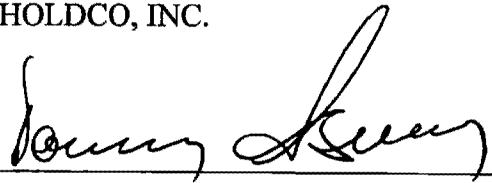
By: 

Name: Dorin G. Ivanescu

Title: President

MANAGER:

UAT HOLDCO, INC.

By: 

Name: Dorin G. Ivanescu

Title: President

EXHIBIT A
ARTICLES OF ORGANIZATION

See Attached.

308528668.3

TRADEMARK
REEL: 008374 FRAME: 0695

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 19, 2021

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

UNITED AIR-TEMP, AIR CONDITIONING AND HEATING, INC.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion in the Office of the Clerk of the Commission, effective January 19, 2021.

When the certificate becomes effective, UNITED AIR-TEMP, AIR CONDITIONING AND HEATING, INC. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

UNITED AIR TEMP, AIR CONDITIONING AND HEATING, LLC

The limited liability company is granted the authority conferred on it by law in accordance with the articles of organization , subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Jehmal T. Hudson", with a stylized flourish at the end.

Jehmal T. Hudson
Commissioner