

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael Quest		08/02/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	TSI Products, Inc.		
Street Address:	3600 E Randol Mill Rd.		
City:	Arlington		
State/Country:	TEXAS		
Postal Code:	76011		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4823588	AVALANCHE	
Registration Number:	4952107	SMART CLIP TECHNOLOGY	
Registration Number:	5019191	TRIPLE SEAL	
Registration Number:	5065364	BLACK DIAMOND AVALANCHE	
CORRESPONDENCE DATA			
Fax Number:	8176334133		
<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:	800-521-2997 x 116		
Email:	jehlert@tsiproducts.com		
Correspondent Name:	John H. Ehlert		
Address Line 1:	3600 E Randol Mill Rd.		
Address Line 4:	Arlington, TEXAS 76011		
NAME OF SUBMITTER:	David E. Dunham		
SIGNATURE:	/David E. Dunham/		
DATE SIGNED:	08/02/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of the 2nd day of August, 2017 by and between Michael Quest, an individual ("ASSIGNOR"), and TSI Products, Inc., a Texas corporation ("ASSIGNEE").

I. BACKGROUND

A. ASSIGNOR is the owner of the trademarks and any and all trade dress associated therewith ("the Marks") as described in Exhibit A attached hereto and incorporated by reference herein, including all common law rights thereto, and together with the goodwill of the business symbolized thereby in connection with the goods and services on which, or in conjunction with which, the Marks are used ("the Products/Services"); and

B. ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its worldwide right, title, and interest in and to the Marks (the "Marks").

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

II. AGREEMENT


1.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S worldwide right, title, and interest in and to the Marks together with (1) the goodwill of the business relating to the Products/Services in respect upon which the Marks are used, or in conjunction with which the Marks are used, and for which they are registered or for which registration application have been filed; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future unfair competition and/or infringement/dilution/misappropriation relating to the Marks; and (3) all rights to sue for past, present and future unfair competition and/or infringement/dilution/misappropriation relating to the Marks.

1.2 ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, and designs associated with the Marks.

1.3 ASSIGNOR further convents that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, titled, and interest in the Marks.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreements, as of the day and year first above written.

ASSIGNOR:


Michael Quest

ASSIGNEE:

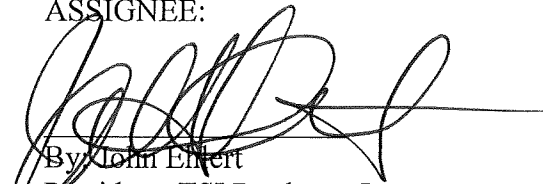

By John Ebert
President, TSI Products, Inc.

Exhibit A

U.S. Registration No.	Mark	Goods / Services	Class
U.S. Trademark Registration No. 4,823,588	AVALANCHE	For refrigerant kits for charging air conditioners comprised of pressure measuring valves, temperature indicators, charging hoses and cans containing refrigerants in Class 9 (U.S. CLS, 21, 23, 26, 36 and 38)	Class 9 (U.S. CLS, 21, 23, 26, 36 and 38)
U.S. Trademark Registration No. 4,952,107	SMART CLIP TECHNOLOGY	For refrigerant kits for charging air conditioners comprised of pressure measuring valves, temperature indicators, charging hoses and cans containing refrigerants in Class 9 (U.S. CLS, 21, 23, 26, 36 and 38)	Class 9 (U.S. CLS, 21, 23, 26, 36 and 38)
U.S. Trademark Registration No. 5,019,191	TRIPLE SEAL	For pressurized cans of chemical additives for vehicle air conditioning systems	Class 1 (U.S. CLS 1, 5, 6, 10, 26 and 46)
U.S. Trademark Registration No. 5,065,364	BLACK DIAMOND AVALANCHE	For refrigerant kits for charging air conditioners comprised of pressure measuring valves, temperature indicators, charging hoses, and cans containing refrigerant	Class 9 (U.S. CLS 21, 23, 26, 36 and 38)