

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Your Source Products, Inc.		08/30/2019	Corporation:
RECEIVING PARTY DATA			
Name:	YSP Supply, Inc.		
Street Address:	5115 Joanne Kearney Blvd		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33619		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4174922	BROTHERS AIR CONDITIONING	
Registration Number:	5495371	HUNTINGTON	
Registration Number:	5437934	MAXWELL	
Registration Number:	5437942	WHITEFALLS	
Registration Number:	5437945	BOLT & BEARING	
Registration Number:	5437948	YUKON	
Registration Number:	5467655	PUPPY GLOVE	
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:	8133152953		
Email:	ALLISON.BRANDSTETTER@CHADWELLSUPPLY.COM		
Correspondent Name:	ALLISON BRANDSTETTER		
Address Line 1:	4907 Joanne Kearney Blvd		
Address Line 4:	Tampa, FLORIDA 33619		
NAME OF SUBMITTER:	allison brandstetter		
SIGNATURE:	/allison brandstetter/		
DATE SIGNED:	09/18/2019		

OP \$190.00 4174922

Total Attachments: 4

source=Signed Asset Purchase-Trademark Assignment Docs YSP SUPPLY -Your Source Products#page1.tif

source=Signed Asset Purchase-Trademark Assignment Docs YSP SUPPLY -Your Source Products#page2.tif

source=Signed Asset Purchase-Trademark Assignment Docs YSP SUPPLY -Your Source Products#page3.tif

source=Signed Asset Purchase-Trademark Assignment Docs YSP SUPPLY -Your Source Products#page4.tif

TRADEMARK ASSIGNMENT

WHEREAS, **Your Source Products, Inc.** a corporation duly organized and existing under the laws of the State of Florida and having its principal place of business at 4907 Joanne Kearney Blvd., Tampa, Florida, 33619 ("Assignor") owns all the right, title and interest in and to the federal trademark registrations of the marks listed below (the "Marks"):

<u>Trademark</u>	<u>Registration Number</u>
Brothers Air Conditioning	4174922
Huntington	5495371
Maxwell	5437934
Whitefalls	5437942
Bolt & Bearing	5437945
Yukon	5437948
Puppy Glove	5467655

WHEREAS, **YSP Supply, Inc.**, a corporation duly organized and existing under the laws of the State of Florida and having its principal place of business at 5115 Joanne Kearney Blvd., Tampa, Florida, ("Assignee"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

Your Source Products, Inc.

By: James M. Chadwell

James M. Chadwell, President 9/30/2019

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made this 30 day of August, 2019, by and between **Your Source Products, Inc.**, a corporation duly organized and existing under the laws of the State of Florida and having its principal place of business at 4907 Joanne Kearney Blvd., Tampa, Florida, 33619 ("Seller"), and **YSP Supply, Inc.**, a corporation duly organized and existing under the laws of the State of Florida and having its principal place of business at 5115 Joanne Kearney Blvd., Tampa, Florida, 33619 ("Purchaser").

In consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. Seller shall sell and Purchaser shall purchase, free and clear of all liens, encumbrances and liabilities, those assets of Seller's business, which are more fully described and enumerated in Schedule A which is attached and by this reference made a part hereof.
2. Purchaser shall pay the Seller as the purchase price for the foregoing the sum of \$10.00 ten dollars and other good and valuable consideration receipt of which is hereby acknowledged. The total purchase price shall be payable in cash at closing.
3. Seller shall sell, assign, transfer, and convey to Purchaser the assets, free of all liabilities.
4. The actions to be taken by the parties hereto to close the transaction as provided shall take place on or before August 30, 2019, ("Closing Date"). At the closing, Seller shall deliver to Purchaser possession of the assets, and good and sufficient instruments of transfer, conveying and transferring the assets to Purchaser. Such delivery shall be made against payment and delivery to the Seller of the price as set forth herein above. The instruments of transfer shall contain covenants and warranties that Seller has good and marketable title in and to the assets.
5. This Agreement shall be binding upon the personal representatives, successors and assignees of the parties. This Agreement and any accompanying instruments and documents include the entire transaction between the parties and there are no representations, warranties, covenants or conditions, except those specified herein or in accompanying instruments and documents.

6. All covenants, warranties and representations herein shall survive this Agreement and the Closing Date.
7. This Agreement shall be governed in all respects by the laws of the State of Florida.
8. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.
9. A waiver by one party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
10. This Agreement will not be assigned either in whole or in part by any party without the written consent of the other party.
11. This Agreement will pass to the benefit of and be binding upon the parties' respective heirs, executors, administrators, successors, and permitted assigns.
12. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
13. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.
14. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
15. This Agreement may be executed in counterpart.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the date and place first above written.

Seller: Your Source Products, Inc.

By: James Chadwell
James Chadwell, President

Buyer: YSP Supply, Inc.

By: James Chadwell
James Chadwell, President

TRADEMARK

REEL: 006748 FRAME: 0425

Schedule A

Any and all assets and trademarks owned by Seller including but not limited to:

<u>Trademark</u>	<u>Registration Number</u>
Brothers Air Conditioning	4174922
Huntington	5495371
Maxwell	5437934
Whitefalls	5437942
Bolt & Bearing	5437945
Yukon	5437948
Puppy Glove	5467655