

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE HYDROXYL GROUP, LLC		09/01/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	AIRBOTX, LLC		
Street Address:	16525 SOUTHPARK DRIVE		
City:	WESTFIELD		
State/Country:	INDIANA		
Postal Code:	46074		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88208274	AIRBOTX	
Serial Number:	88471415	COMMANDER	
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:	3176358900		
Email:	brad.maurer@dentons.com		
Correspondent Name:	Brad R. Maurer		
Address Line 1:	10 West Market Street		
Address Line 2:	2700 Market Tower		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	133365.000002		
NAME OF SUBMITTER:	Brad R. Maurer		
SIGNATURE:	/Brad R. Maurer/		
DATE SIGNED:	09/25/2020		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

15 This ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of September 2020 (the "Effective Date"), by and between AIRBOTX, LLC, a Florida limited liability company ("Assignee"), and THE HYDROXYL GROUP, LLC, a Florida limited liability company ("Assignor"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

A. Assignor has agreed to convey, transfer, and assign to Assignee certain trademarks.

B. Assignor and Assignee have agreed to execute and deliver this Assignment for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

The Parties hereby agree as follows.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under the following:

(a) the trade names, trademarks and registrations and applications set forth on Schedule I hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule I hereto, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademarks pertain, and that business is ongoing and existing (all of the foregoing collectively, the "Trademarks");

(b) all rights of any kind whatsoever of Assignor in the foregoing accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee,

including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Intellectual Property to Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Indiana.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.


[Signature Page Follows]

Handwritten signature and date: 9/1/20

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Assignment as of the Effective Date.


ASSIGNOR:

THE HYDROXYL GROUP, LLC

By: 
Name: Karen A. Sheppard
Title: President & Manager

ASSIGNEE:

AIRBOTX, LLC

By: 
Name: Karen A. Sheppard
Title: Manager

*MA
9/1/20*

SCHEDULE 1

TRADE NAMES, TRADEMARKS AND
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Name/Mark	Goods/Services	App./Reg. No.
United States	AIRBOTX	Air purification units, air decontamination units, air deodorizing units, air management and processing systems. Equipment leasing and rental services in the field of air purification, decontamination, deodorizing, management and processing; cleaning services in the field of air purification, decontamination, deodorizing, management and processing.	App. Ser. No. 88208274
United States	COMMANDER	Air purification units; air purifiers, namely, air decontamination units; electric room air deodorizing units; household and commercial air management and processing systems comprised of air purification units, air decontamination units, electric room air deodorizing units, and control devices used to regulate air	App. Ser. No. 88471415

*Rec'd
9/20*