

03/09/2012



103641854

SHEET

To the Director of the U.S.:

attached documents or the new address(es) below.

1. Name of conveying party(ies)

BBJ ENVIRONMENTAL LLC
a Florida limited liability company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 31, 2011

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: BBJ Acquisition, LLC, a Florida limited liability company

Internal Address: c/o Gilbride, Tusa, Last & Spellane

Street Address: 780 Fifth Avenue South

City: Naples

State: Florida

Country: US

Zip: 34102

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

U S Pat Nos:
6290945
6465404

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Patrick J Walsh

Internal Address: _____

Street Address: 400 Main Street

City: Stamford

State: Connecticut Zip: 06901

Phone Number: 203-323-9721

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name: MARTIN 00000012 6290945

01 EP-0021

9. Signature:

Patrick J Walsh
Signature

Patrick J Walsh, Reg No 22809

Name of Person Signing

March 6, 2012
Date

Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), effective as of December 31, 2011, is made by **BBJ ENVIRONMENTAL LLC** ("Seller"), a Florida limited liability company, located at 6321 Pelican Creek Circle, Riverview, Florida 33578, in favor of **BBJ ACQUISITION, LLC** ("Buyer"), a Florida limited liability company located at c/o Gilbride, Tusa, Last & Spellane LLC, 780 Fifth Avenue South, Naples, Florida 34102, the purchaser of certain assets of Seller pursuant to that certain asset purchase agreement between Buyer and Seller, effective as of December 31, 2011 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned IP**"): ...

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications, as well as any unregistered common law trademarks, set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**"); provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing/the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair,

under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "**Copyrights**")

(d) the domain and net names of the Seller as set forth in Schedule 4 hereto;

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) 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

(g) 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

BBJ ENVIRONMENTAL LLC

By: 

Name: Robert G. Baker

Title: Managing Member

Address for Notices:

6321 Pelican Creek Circle
Riverview, FL 33578

AGREED TO AND ACCEPTED:

BBJ ACQUISITION, LLC

By: 

Name: Timothy Kane

Title: Manager

Address for Notices:

420 West Avenue,
Stamford, CT 06902

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction of Registration</u>
6,290,945	September 18, 2001	United States
6,465,404	October 15, 2002	United States

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

- 1) BBJ MicroBiocide
- 2) BBJ Maintain C-1
- 3) Biosoft Disinfectant/Cleaner
- 4) BBJ Mold and Mildew Remover
- 5) BBJ Mold and Mildew Remediation Concentrate
- 6) BBJ Power Coil Clean
- 7) BBJ Freshduct Odor Eliminator
- 8) Micro Coil Clean
- 9) BBJ Enviro-Gard

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

NONE

SCHEDULE 4

ASSIGNED DOMAIN NAMES AND NET NAMES

WWW.BBJENVIRO.COM AND WWW.HVACCLEANHOUSE.COM