

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI825144

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
Aervoe Industries Incorporated	01/31/2025
Williams Industrial Sales Company	01/31/2025

RECEIVING PARTY DATA

Company Name:	Quintessential Group LLC
Street Address:	2104 Stilling Lane
City:	McHenry
State/Country:	ILLINOIS
Postal Code:	60050

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	8544686
Patent Number:	8910831
Patent Number:	9114415
Patent Number:	8579460
Patent Number:	8550653
Patent Number:	9046229
Application Number:	29387692
Application Number:	29391694
Application Number:	29466050
Application Number:	29696638
Application Number:	29735779

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 8478521141
Email: rkowalczyk@buckleyfinelaw.com
Correspondent Name: Ronald B Kowalczyk
Address Line 1: 201 S. Grove Avenue, 4th Floor

PATENT

Address Line 4:	Barrington, ILLINOIS 60010
NAME OF SUBMITTER:	RONALD KOWALCZYK
SIGNATURE:	/RONALD KOWALCZYK/
DATE SIGNED:	02/14/2025
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 8	
source=3. Aervoe - APA Exhibit B - Assignment and Assumption Agreement (MC 1-23-25)#page1.tiff	
source=3. Aervoe - APA Exhibit B - Assignment and Assumption Agreement (MC 1-23-25)#page2.tiff	
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source=3. Aervoe - APA Exhibit B - Assignment and Assumption Agreement (MC 1-23-25)#page4.tiff	
source=4.5 Aervoe - APA Exhibit E - IP Assignment - Schedules#page1.tiff	
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into, effective as of January 31, 2025, by and among Aervoe Industries Incorporated, a Nevada corporation (“**Aervoe Industries**”), Williams Industrial Sales Company, a Nevada corporation (“**WISC**” and collectively with Aervoe Industries, the “**Sellers**”), and Quintessential Group LLC, a Nevada limited liability company (referred to herein as “**QG Holdings**” or “**Purchaser**”).

RECITALS

A. The Sellers and Purchaser have entered into that certain Asset Purchase Agreement, dated as of January 27, 2025, by and among the Sellers, Purchaser, each of the other parties thereto (the “**APA**”), pursuant to which, among other things, the Sellers have agreed to sell and assign to Purchaser, and Purchaser has agreed to purchase and acquire, all of each Seller’s right, title and interest in the Purchased Assests (as defined in the APA), including, but not limited to the Assigned Contracts (as defined in the APA), and Purchaser has agreed to assume and perform each Seller’s duties and obligations under the Assigned Contacts and the other Assumed Liabilities (as defined in the APA), in each case, on and subject to the terms and conditions set forth in the APA.

B. This Agreement is executed and delivered by the Sellers and Purchaser, pursuant to Section 4.2 of the APA, in connection with and at the Closing under the APA, to effect and evidence the assignment to and assumption by Purchaser of the Purchased Assets and the Assumed Liabilities.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements, covenants, terms, and conditions set forth in the APA and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used herein shall have the same meaning ascribed to such terms in the APA, unless otherwise defined in this Agreement.

2. Assignment and Assumption. Each Seller hereby sells, assigns, and transfers to Purchaser all of such Seller’s right, title and interest in and to the Assigned Contracts and the other Purchased Assets. Purchaser hereby accepts such assignment of the Assigned Contracts and the other Purchased Assets and hereby assumes and agrees to pay, satisfy, perform, assume and fully discharge all of the Assumed Liabilities.

3. Excluded Liabilites. For the avoidance of doubt and as further provided in the APA, by its execution of this Agreement, Purchaser is not assuming or becoming responsible for, and will not be deemed to have assumed or have become responsible for, any of the Seller’s Excluded Liabilities.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. Governing Law. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed exclusively by and in accordance with the laws of the State of Nevada and the parties hereby attorn to the exclusive jurisdiction of any State or Federal court sitting in

the United States District Court for the District of Nevada or in the courts of the State of Nevada, located in Reno, Nevada, over any suit, action or proceeding arising out of or relating to this Agreement.

6. Further Assurances. Each Seller and Purchaser shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request, all such further documentation and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent and provisions of this Agreement and the transactions contemplated by this Agreement.

7. Terms of the APA. Notwithstanding anything to the contrary contained herein, the provisions of this Agreement are subject, in all respects, to the terms and conditions of the APA and all of the representations, warranties, covenants and agreements contained therein. Nothing contained in this Agreement shall be deemed to supersede or expand any of the obligations, agreements, covenants, representations, or warranties contained in the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern and control.

8. Counterparts. This Agreement may be executed in multiple original, PDF or facsimile counterparts (including electronic mail or any electronic signature), each of which shall be deemed an original, but all of which shall together constitute one and the same agreement. This Agreement, to the extent signed and delivered by means of a facsimile machine or electronic mail (including any electronic signature), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Remainder of page intentionally blank.]

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the day and year first above written.

SELLERS:

AERVOE INDUSTRIES

Aervoe Industries Incorporated,
a Nevada corporation

By: Mark P. Williams
Name: Mark P. Williams
Title: President

WISC

Williams Industrial Sales Company,
a Nevada corporation

By: David A. Williams
Name: DAVID A. WILLIAMS
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the day and year first above written.

PURCHASER:

Quintessential Group, LLC,
a Nevada limited liability company

By: Christopher Heatley
Name: Christopher Heatley
Title: Manager

EXHIBIT A

Assigned Intellectual Property

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

Mark	Jurisdiction	Registration Number	Registration Date
Aervoe	United States	1,854,378	Sep. 20, 1994
Aervoe	Mexico	878,151	Apr. 26, 2005
All4	United States	2,242,836	May 04, 1999
Crown	United States	879,327	Oct. 28, 1969
Crown	Canada	TMA194463	Sep. 28, 1973
Crown	Mexico	980,843	Apr. 20, 2007
Invert-A-Cap	United States	1,417,100	Nov. 18, 1986
Max Burton	United States	2,752,296	Aug. 19, 2003
Max Burton	United States	3,048,327	Jan. 24, 2006
Mold Mates	United States	2,248,320	May 25, 1999
SafetyCentral	United States	3,457,885	Jul. 01, 2008
Speed-E-Namel	United States	1,539,939	May 23, 1989
Spra-Tool	United States	799,474	Nov. 30, 1965
Tap-Tool	Canada	TMA263716	Oct. 23, 1981
Tool Mates	United States	1,870,943	Jan. 03, 1995
Vers-A-Stripper	United States	1,866,749	Dec. 13, 1994
Wet Coat	United States	2,699,640	Mar. 25, 2003
Wet Coat	Canada	TMA597414	Dec. 12, 2003
Z	United States	4,040,176	Oct. 18, 2011
Zynolyte	United States	3,860,697	Oct. 12, 2010
Sierra Select	United States	6,981,998	Feb. 14, 2023
Sierra Select	United States	7,363,678	Apr. 23, 2024
HydroTech	United States	7,515,567	Sep. 24, 2024
HydroTech	United States	7,515,588	Sep. 24, 2024

Trademark Applications:

Mark	Jurisdiction	Application Serial Number	ITU Status	Filing Date
Sierra Select	Canada	2153882	Awaiting Examination	Dec. 14, 2021
Sierra Select	Canada	2153887	Awaiting Examination	Dec. 14, 2021

SCHEDULE 2

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents:

Title	Jurisdiction	Patent Number	Issue Date
System for Dispensing Sprayable Material	United States	US 8,544,686 B2	Oct. 1, 2014
System for Dispensing Sprayable Material	United States	US 8,910,831 B2	Dec. 16, 2014
System and Method for Dispensing Sprayable Material	United States	US 9,114,415 B2	Aug. 25, 2015
LED Flare and System	United States	US 8,579,460 B2	Nov. 12, 2013
LED Flare	United States	US 8,550,653 B2	Oct. 8, 2013
Stackable LED Flare and System	United States	US 9,046,229 B2	Jun. 2, 2015

Patent Applications:

Title	Jurisdiction	Application Number	Filing Date
LED Flare	United States	29/387,692	Mar. 16, 2011
LED Flare	United States	29/391,694	May 12, 2011
LED Flare	United States	29/466,050	Sep. 4, 2013
Illuminated Baton	United States	29/696,638	Jun. 28, 2019
Spray Paint Applicator	United States	29/735,779	May 24, 2020

SCHEDULE 3

ASSIGNED DOMAIN NAMES, WEBSITES AND SOCIAL MEDIA ACCOUNTS

Domain Names and Websites:

1. Aervoe Website: <https://www.aervoe.com>
2. Sierra Select Website: <https://www.sierraselectproducts.com>

Social Media Accounts:

1. LinkedIn: <https://www.linkedin.com/company/aervoe-industries>
2. Facebook: <https://www.facebook.com/AERVOE>
3. Instagram: <https://instagram.com/aervoe>
4. You Tube: <https://www.youtube.com/@aervoeinc4439>