

11/9/09

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United States Patent and Trademark Office

11-24-2009



103581530

To the Director of the U. S. Patent and

ments or the new address(es) below.

1. Name of conveying party(ies):

Mammoth-Webco, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) 11/5/2009

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Governair Corporation

Internal _____

Address: _____

Street Address: 4841 North Sewell AvenueCity: Oklahoma CityState: OKCountry: USAZip: 73118

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Oklahoma
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,621,223

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Dawn UrbanowiczInternal Address: c/o Nortek, Inc.Street Address: 50 Kennedy PlazaCity: ProvidenceState: RI Zip: 02903Phone Number: 401-751-1600Fax Number: 401-751-9844Email Address: urbanowicz@nortek-inc.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

11/10/2009 DBYRNE 00000003 2621223

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Dawn Urbanowicz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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, VA 22313-1450

TRADEMARK
REEL: 004101 FRAME: 0728

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of November 5, 2009 (this "Assignment") by and among Mammoth-Webco, Inc., a Delaware corporation ("Assignor") and Governair Corporation, an Oklahoma corporation ("Assignee").

RECITALS

WHEREAS, Assignor has agreed to assign to the Assignee all of the Assignor's right, title, and interest in and to the GOVERNPAIR trademark (#2,621,223) the ("Trademark").

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, conveys, and transfers to Assignee all rights, titles, and interests in and to the Trademark, including the goodwill associated with the Trademark and any renewals and extensions of the Trademark that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, together with all income, royalties, or payments due or payable as of the effective date of this Assignment or thereafter, including, without limitation, all claims for damages or causes of action by reason of past, present, or future infringement or other unauthorized use of the Trademark with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives. This Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademark, or any other official whose duty is to record ownership of trademarks in the United States and in all foreign countries, to record the Assignee as the owner of the Trademark.

3. Further Assurances. At Assignee's request, Assignor will assign and deliver to Assignee all files, documents, and correspondence pertaining to the Trademark, including all correspondence to and from the U.S. Patent and Trademark Office, and any and all legal counsel advising on or assisting with the prosecution or maintenance of the Trademark. In addition, at Assignee's expense and reasonable request, Assignor will provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials in the possession of the Assignor) to obtain, perfect, and defend the Trademark in this or any foreign country.

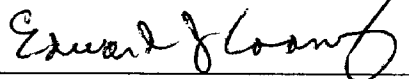
4. Facsimiles. For purposes of this Agreement, facsimile, scanned, or digitally transmitted signatures shall be deemed to be original signatures. In addition, if any of the parties sign facsimile or scanned copies of this Agreement, such copies shall be deemed originals.

5. Governing Law. This Agreement will be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the laws of a jurisdiction other than Delaware.

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the date first written above.

MAMMOTH-WEBCO, INC.

By: _____



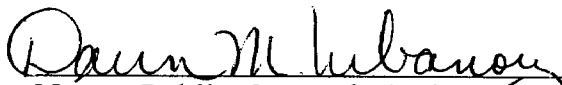
Name: Edward J. Cooney

Title: Vice President and Treasurer

STATE OF RHODE ISLAND)

COUNTY OF PROVIDENCE)

This Trademark Assignment was executed before me on November 5, 2009 by Edward J. Cooney, Vice President and Treasurer Mammoth-Webco, Inc.


Notary Public, State of Rhode Island

My Commission Expires April 27, 2010

ACCEPTED:

GOVERNNAIR CORPORATION

By: Richard L. Bready
Name: Richard L. Bready
Title: Vice President

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

This Trademark Assignment was executed before me on November 5, 2009 by Richard L. Bready, Vice President of Governair Corporation

Dawn M. Lubano
Notary Public, State of Rhode Island

My Commission Expires April 27, 2010