

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Financial Bank, National Association		03/25/2010	COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	Adesso Investments, LLC		
Street Address:	439 S. Stoddard Avenue		
City:	San Bernardino		
State/Country:	CALIFORNIA		
Postal Code:	92401		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2389240	AQUATEMP	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
Phone:	949-760-0404		
Email:	efiling@kmob.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Knobbe, Martens, Olson & Bear LLP		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	CLDSO.001T		
NAME OF SUBMITTER:	Michael Trenholm		
Signature:	/Michael Trenholm/		

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Date:

09/28/2011

Total Attachments: 7

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AGREEMENT

THIS AGREEMENT is made this ^{25th} day of March, 2010, by and between **First Financial Bank, National Association**, a national banking association, successor to Irwin Union Bank and Trust Co. (the "Bank"), and **Adesso Investments, LLC**, an Nevada limited liability company (the "Buyer") (Bank and Buyer, each individually a "Party" or together, the "Parties").

RECITALS:

- A. The parties identified in Exhibit A, attached hereto (together, the "Obligors") are indebted to Bank, which indebtedness is secured by, among other things, a security interest in certain personal property assets of the Obligors described set in the Exhibit B, attached hereto (the "Assets").
- B. The Obligors have surrendered to Bank possession of the Assets, and has authorized Bank to sell the Assets in accordance with Section 9-610 of the Michigan Uniform Commercial Code ("UCC").
- C. Buyer has offered to purchase the Assets for \$2,057,000.00 subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is acknowledged, the parties agree as follows:

- 1. **Agreement to Sell.** Bank hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Bank the Assets. This is a private sale by Bank as secured party in accordance with Section 9-610 of the UCC.
- 2. **Purchase Price.** The purchase price for the Assets is \$2,057,000.00 (the "Purchase Price"), which will be paid as follows:
 - A. A non-refundable \$5,000.00 earnest money payment will be paid upon execution of this Agreement, which amount will be applied against the Purchase Price.
 - B. The remainder of the Purchase Price will be paid in cash or certified funds at Closing.
- 3. **Closing.** Subject to Section 10 of this Agreement, the closing of the sale (the "**Closing**") shall take place on a date and place mutually convenient to the parties, not prior to eleven (11) days following the notification date of the notice to be given to affected parties by the Bank, as required by Section 9-611 of the UCC, but not later than April 30, 2010.
- 4. **Bill of Sale.** At Closing, the Bank will deliver a Bill of Sale.
- 5. **Bank's Warranties and Representations.** Bank warrants and represents (all of which will survive closing) as follows:
 - a. Bank has full power and authority to execute and deliver, and perform its obligations and agreements under this Agreement.
 - b. The execution and delivery of this Agreement by Bank has been duly authorized by all necessary action of Bank.

c. Bank has a valid first priority security interest in the Assets, in accordance with Article 9 of the UCC.

d. The Bill of Sale transfers to Buyer, its successors and assigns, all of the rights, title and interests of Bank in and to the Assets and discharges any and all security interests of Bank in such Assets in accordance with the provisions of Section 9-610 of the UCC.

6. **Bank's Right to Sell.** Buyer acknowledges that (a) Bank is selling the Assets pursuant to the default and disposition provisions Section 9-610 of the UCC; (b) pursuant to such statutes, Bank can convey only the interest of Obligor in the Assets.

7. **Buyer's Representations and Warranties.** Buyer represents and warrants to Bank as follows, which representations and warranties will survive the delivery of the Bill of Sale:

a. Buyer has full power and authority to execute and deliver, and perform its obligations and agreements under this Agreement.

b. The execution and delivery of this Agreement by Buyer has been duly authorized by all necessary action of Buyer and will not result in a violation or breach of, or a default under, any agreement or document to which Buyer is a party or by which Buyer is bound.

c. This Agreement is valid and legally binding upon Buyer, enforceable against Buyer in accordance with the terms hereof.

d. Buyer is not an affiliate of Borrower and has acted in good faith (as that phrase is used in Article 9 of the UCC) with respect to the negotiation and consummation of the transactions contemplated by this Agreement. For purposes of the preceding sentence, "affiliate" means any other person or entity directly or indirectly controlling, controlled by, or under common control with, Buyer. "Control" (including with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or by contract or otherwise.

8. **Buyer's Right of Inspection.** Buyer will have the right to inspect the equipment included in the Assets prior to Closing to determine independently that the condition and state of repair of the equipment included in the Assets have not materially changed since the date of this Agreement.

9. **Disclaimer.** BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, BANK HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) VALUE OF THE ASSETS; (II) THE INCOME TO BE DERIVED FROM THE ASSETS; (III) THE SUITABILITY OF THE ASSETS FOR ANY AND ALL ACTIVITIES AND USES; (IV) MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ASSETS; (V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE ASSETS; (VI) THE NATURE, QUALITY OR CONDITION OF THE ASSETS; (VII) THE COMPLIANCE OF THE ASSETS OR BY BANK OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY WITH RESPECT TO THE ASSETS; (VIII) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR

POLLUTION LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS; (IX) OR WITH RESPECT TO ANY OTHER MATTER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE ASSETS, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE ASSETS, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY BANK. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO BUYER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF BANK WITH RESPECT TO THE ASSETS WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT BANK HAS NOT MADE ANY INDEPENDENT INVESTIGATIONS OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE ASSETS AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT BANK HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN.

THE BANK DOES NOT WARRANT THE PRIORITY OF ITS SECURITY INTEREST OVER ANY OTHER CLAIM OF INTEREST ARISING OUTSIDE THE SCOPE OF ARTICLE 9 OF THE UCC.

10. Conditions Precedent.

A. Buyers Conditions. The obligation of Buyer to complete the transactions contemplated by this Agreement is subject to the following conditions being performed or fulfilled at or prior to Closing:

1. Bank shall perform each of its covenants and obligations under this Agreement to the extent required to be performed on or before Closing;

2. None of the equipment included in the Assets shall be sold or otherwise disposed of prior to Closing (except for the sale of any such Assets sold in the ordinary course of business and except for any other sale or disposition not caused by Bank);

3. Buyer shall reach an agreement satisfactory to it in its sole discretion with key employee of the Obligors.

4. Buyer shall reach an agreement satisfactory to it in its sole discretion, for the purchase the stock of Benchmark Thermal Products, Inc.

5. Buyer shall have arranged to close on the purchase of the real estate at 700 Grand Street, Allegan, Michigan and 2888 116th Avenue, Allegan, Michigan from 700 Grand, LLC and Braewood II, LLC respectively for a combined price of \$593,000, and the Bank shall have agreed to release it's mortgage interest in the real estate in exchange for the net proceeds from the sale of the real estate.

6. Buyer shall have arranged for the purchase of the stock in Benchmark Thermal Products, Inc. from Global Heating Solutions, Inc. and any other assets of Obligors in which the Bank does not have a perfected security interest (if any) at the same time as the Closing under this Agreement; and

7. Obligors shall have continued to operate the businesses of Obligors in the normal course of business from the date of this Agreement to the Closing.

The foregoing conditions are for the sole benefit of Buyer and may be waived by Buyer in writing at any time on or before Closing. The failure of any of these conditions shall not be a breach by Bank.

B. **Bank Conditions.** The obligation of Bank to complete the transactions contemplated by this Agreement is subject to the following conditions being performed or fulfilled at or prior to Closing:

1. Bank shall have received from the Obligors a written Surrender Agreement in form acceptable to the Bank, surrendering the Assets and consenting to this sale, and releasing the Bank of and from any and all claims;

2. The Bank shall have determined, in its sole discretion, that no material adverse claims or challenges to the proposed sale, or any aspect of the proposed sale, shall have been made; and

3. Buyer shall have completed the purchase of the real estate at 700 Grand Street, Allegan, Michigan and 2888 116th Avenue, Allegan, Michigan from 700 Grand, LLC and Braewood II, LLC respectively, resulting in a net amount paid to the Bank of \$593,000.

If the foregoing conditions have not been satisfied or waived at or prior to Closing, and if Buyer shall fail to close on or before April 30, 2010, this Agreement shall be terminated, in which case the Bank shall have no continuing obligation to complete this sale, and neither party shall have any further liability to the other party, under this agreement or otherwise.

11. **Exclusivity.** The Bank will not solicit, initiate or encourage submissions of proposals or offers from any person related to the contemplated sale to Buyer prior to April 30, 2010.

12. **Release of Guarantees.** At the Closing the Bank shall release and discharge all guarantors from any and all liability under the guarantees, and the Obligors and all guarantors shall release the Bank from any and all liability arising from or related to the lending relationship among the parties.

13. **No Liability.** No liabilities or obligations of Obligations shall be assumed by Buyer pursuant to this Agreement or by operation of law.

14. **Further Assurances.** After the closing, each Party covenants and agrees to execute, acknowledge and deliver any further assignments, conveyances, instruments of transfer and other assurances, and to take any other action consistent with the terms of this Agreement as may be reasonably requested by the other Party for purposes of consummating the transactions contemplated herein.

15. **Integration Clause.** This Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings relating to such subject matter.

16. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

17. **Counterparts; Telecopied Signatures.** This Agreement may be executed in any number of counterparts and by different Parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a Party by facsimile transmission shall be deemed to be an original signature.

18. **Survival.** All representations and warranties of the Parties under this Agreement shall survive execution of the Bill of Sale.

18. **Parties Benefited and Bound.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto, their successors and assigns. No other Party or entity shall be entitled to enforce this Agreement.

19. **Amendment.** No amendment, modification, rescission, wavier or release of any provision of this Agreement shall be effective unless the same is in writing signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written above.

**FIRST FINANCIAL BANK,
NATIONAL ASSOCIATION**

By: *A. P. Kelley*
Its: *Vice President*

ADESSO INVESTMENTS, LLC,
a Nevada limited liability company

By: *Vincent Palmeri*
Its: *Manager*

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Exhibit A

Obligors

1. Global Heating Solutions, Inc., an Illinois corporation
2. Electro-Heat, Inc., an Illinois corporation
3. Electro-Flex Heat, Inc., an Illinois corporation
4. ThermProducts, Inc., an Illinois corporation
5. Truheat, Inc., an Illinois corporation
6. Truheat SJB, Inc., an Illinois corporation
7. Aquatemp Products, Inc., an Illinois corporation

Exhibit B
Description of Assets Sold

All tangible and intangible personal property and fixtures owned by the Obligors, including without limitation, all goods, equipment, inventory, farm products, accounts, documents, instruments, investment property, general intangibles, chattel paper, deposit accounts, letters-of-credit rights, and supporting obligations and all books, records and data relating to the foregoing.