

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WTS1, INC.		02/23/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WAKEFIELD THERMAL SOLUTIONS, INC.		
Street Address:	33 BRIDGE STREET		
City:	PELHAM		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03076		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4060813	WAKEFIELD SOLUTIONS	
Registration Number:	4060921	WAKEFIELD THERMOVATIONS	
CORRESPONDENCE DATA			
Fax Number:	(617)856-8201		
Phone:	6178568145		
Email:	ip@brownrudnick.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:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	Brown Rudnick LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	25220/1		
NAME OF SUBMITTER:	Mark S. Leonardo		
Signature:	/Mark S. Leonardo/		

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TRADEMARK

Date:

02/24/2012

Total Attachments: 4

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PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (“Assignment”) effective the 23rd day of February, 2012 by WTS1, Inc., a Delaware corporation, (“Assignor”) having a place of business at 33 Bridge Street, Pelham, New Hampshire 03076, and Wakefield Thermal Solutions, Inc., a Delaware corporation, (“Assignee”) having a place of business at 33 Bridge Street, Pelham, New Hampshire 03076. Both Assignor and Assignee are collectively referred to herein as the (“Parties”).

WHEREAS, Assignor desires to contribute to Assignee, and Assignee desires to accept from Assignor, certain assets under the terms and conditions set forth in that certain Contribution Agreement between the Parties dated as of even date hereof (“Agreement”);

WHEREAS, included among the assets to be purchased by Assignee are: (1) certain patents and any reissues, reexaminations, divisions, continuations in whole or in part, extensions and foreign counterparts thereof set forth in Schedule A attached hereto (“Assigned Patents”); and (2) certain trademark registrations identified and set forth on Schedule A including all goodwill associated therewith (“Assigned Trademarks” and together with the Assigned Patents, the “Assigned IP”);

WHEREAS, Assignee is the successor to that portion of the assets of the business of Assignor to which the Assigned Trademarks pertain and such business is ongoing; and

WHEREAS, Assignor wishes to confirm Assignee’s ownership of the Assigned IP and assign to Assignee all worldwide right, title and interest in and to the Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. Definitions. Terms not otherwise defined in this Assignment shall have the same respective meanings ascribed to them in the Agreement.

2. Assignment.

(a) Assigned Patents. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all of the Assigned Patents which are disclosed and claimed, and any and all of the patents which are disclosed but not claimed, in any of the Assigned Patents or the patent applications, if any, and in and to all United States and foreign patents issuing from any of the applications and all divisional, continuing, substitute, renewal, reissue, and all other patents and applications for United States Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of the Assigned Patents disclosed in any of the patents or the patent applications, if any, and in and to all original and reissued patents or related foreign documents which have been or shall be issued on any such Assigned Patents or improvements, including the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the rights assigned under this Assignment;

(b) Assigned Trademarks. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in

and to the Assigned Trademarks, including the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks, together with all rights derived therefrom and any registrations and applications therefor, including, without limitation, statutory, common law and contractual rights, in, to and under the Assigned Trademarks that are or may be secured under the laws of the United States, any multi-national trademark authority or any foreign country, now or hereafter arising or in effect, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and in and to all rights to collect income, royalties, damages and payments in connection with any of the foregoing, including, without limitation, in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment; and

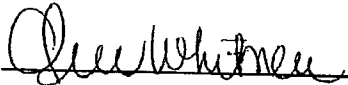
(c) The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademarks and Assigned Patents.

3. Further Assurances. Upon the request of Assignee, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignments contained in this Assignment.

[Signature Page Follows]

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

WTS1, INC.


By: 

Name: Anne Whitman

Title: Secretary

Date: 2/23/2012

WAKEFIELD THERMAL SOLUTIONS, INC.

By: 

Name: Steve Zambito

Title: President

Date: 2/23/2012