

## 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                         |
| Centrum Climate Systems, LLC  |  | 02/04/2013     | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA  |  |                |                                     |
| Name:   | Vista-Pro Automotive, LLC                    |                |                                     |
| Street Address:   | 15 Century Blvd.                             |                |                                     |
| Internal Address:   | Suite 600                                    |                |                                     |
| City:   | Nashville                                    |                |                                     |
| State/Country:  | TENNESSEE                                    |                |                                     |
| Postal Code:  | 37214  |                |                                     |
| Entity Type:  | LIMITED LIABILITY COMPANY: DELAWARE          |                |                                     |
| PROPERTY NUMBERS Total: 1   |  |                |                                     |
| Property Type   | Number                                       | Word Mark      |                                     |
| Registration Number:  | 2649913                                      | CLIMATEPRO     |                                     |
| CORRESPONDENCE DATA   |  |                |                                     |
| Fax Number:   | 2037875818                                   |                |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                |                                     |
| Phone:  | 203-787-0595                                 |                |                                     |
| Email:  | delpet@delpet.com                            |                |                                     |
| Correspondent Name:   | DeLio & Peterson, LLC                        |                |                                     |
| Address Line 1:   | 121 Whitney Avenue                           |                |                                     |
| Address Line 4:   | New Haven, CONNECTICUT 06510                 |                |                                     |
| ATTORNEY DOCKET NUMBER:   | VIST638                                      |                |                                     |
| NAME OF SUBMITTER:  | Peter W. Peterson                            |                |                                     |
| Signature:  | /Peter W. Peterson/                          |                |                                     |

OP \$40.00 2649913

Date:

03/20/2013

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (**Trademark Assignment**) is made and entered into as of the 4<sup>th</sup> day of February, 2013 (the "**Assignment Date**") by and between Centrum Climate Systems, LLC, a Delaware limited liability company having an address of 15 Century Blvd., Suite 600, Nashville, Tennessee, 37214, (referenced to herein as the "**Assignor**") and Vista-Pro Automotive, LLC, a Delaware limited liability company having an address of 15 Century Blvd., Suite 600, Nashville, Tennessee, 37214, (referred to herein as the "**Assignee**").

### RECITALS

A. Assignor is a subsidiary of Assignee, and is the owner of rights in certain trademarks, including, without limitation, those set forth on *Exhibit A* attached hereto and by this reference incorporated herein (collectively, "**Purchased Trademark Assets**")

B. By this Trademark Assignment, Assignor is assigning to Assignee all of its right, title, and interest in and to the Purchased Trademark Assets.

### CLAUSES

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Purchased Trademark Assets to Assignee and the parties further agree as follows:

1. **Governmental Authority Definitions.** For purposes of this Trademark Assignment, the following terms will have the following meanings: (i) the term "**United States**" will mean the United States of America, and all geographical territories and subdivisions of the United States of America; (ii) the term "**Other Nations**" will mean each country, principality or other independent territory and each subdivision thereof, which is not a part of the United States; (iii) the term "**Supra-National Authority**" will mean the European Union, the United Nations, the World Court, the World Intellectual Property Organization, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement on Tariffs and Trade, the Berne Convention, the North American Free Trade Agreement and all other multinational authorities or treaties which have or may have from time to time jurisdiction over any of the parties to or any performance under this Agreement; and (iv) the term "**Governmental Authority**" will mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States, (B) any state, municipality, county, parish, subdivision or territory of the United States, (C) all Other Nations, (D) any state, territory, county, province, municipality, parish or other subdivision of any Other Nations, and (E) all Supra-National Authorities.

2. **Assignment of Purchased Trademark Assets.** Through this instrument and effective as of the Assignment Date, Assignee purchases and Assignor transfers, assigns and conveys to Assignee, all of the Purchased Trademark Assets, including, without limitation, all goodwill of the business symbolized by the Purchased Trademark Assets and goodwill associated with the Purchased Trademark Assets in the United States and all Other Nations. All of the Purchased Trademark Assets are conveyed to Assignee on the Assignment Date free and clear of all liens.

3. **Grant of Rights to Purchased Trademark Assets.** Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the United States and all Other Nations, Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Purchased Trademark Assets, including but not limited to (i) the right to record the assignments made under this Trademark Assignment in the United States Patent and Trademark Office and in any other public offices of any Governmental Authority throughout the world; (ii) the right to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; (iii) rights to print, publish, display, rent, lend, lease, and license the Purchased Trademark Assets in all media (now or subsequently existing) and languages (human or computer); and (iv) all goodwill associated with the Purchased Trademark Assets.

4. **Further Assurance of Rights.** Assignor agrees to do, upon Assignee's request and at its expense, but without additional consideration, all acts reasonably serving to assure that the Purchased Trademark Assets shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, its heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee any and all facts known relating to the Purchased Trademark Assets; and to furnish Assignee with any and all labels, documents, photographs, specimens, samples and other physical exhibits in its control or in the control of its heirs, legal representatives or assigns and which may be useful for establishing the facts of adoption and use of the Purchased Trademark Assets.

5. **No Retained Rights.** The parties specifically agree that Assignor is not retaining any ownership, copyright, trademark, patent or other intellectual property right or any right, title or interest whatsoever in the Purchased Trademark Assets, and upon execution, this Trademark Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Purchased Trademark Assets, whether currently existing or arising or recognized in the future to Assignee. Assignor further acknowledges and agrees that the Purchased Trademark Assets constitute the sole and exclusive property of Assignee.

6. **Representations.** Assignor makes no representations or warranties concerning the Purchased Trademark Assets.

7. **Notices.** All notices concerning this Trademark Assignment shall be given in writing to the parties as identified above.

8. **Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of Assignee and Assignor as well as their respective successors.

9. **Complete Understanding.** This Trademark Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Trademark Assignment's provisions shall be valid unless made in a written instrument which both parties sign. This Trademark Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Trademark Assignment.

10. **Governing Law.** This Trademark Assignment will be governed by and construed in accordance with the Laws of the State of Delaware applicable to a Contract executed and performed in such State, without giving effect to the conflict of laws principles thereof.

11. **Severability.** If a court of competent jurisdiction holds that any one or more of this Trademark Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this Trademark Assignment's other provisions, and this Trademark Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

12. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Trademark Assignment or granted pursuant to any breach or default under this Trademark Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Trademark Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

13. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the Assignment Date.

**CENTRUM CLIMATE SYSTEMS  
SYSTEMS, LLC**

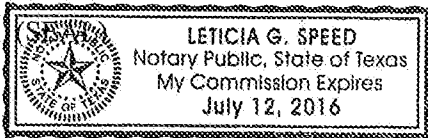
By: [Signature]  
Alejandro Portugal  
President

Witness: [Signature]  
Name: ALONSO WONG Citizen:  
Address: 213 LAKE CARMELIE

Witness: [Signature]  
Name: Enrique Gonzalez Citizen:  
Address: 14 Candlewood Rd.

STATE OF TEXAS )  
COUNTY OF WEBB ) ss:

On this 4th day of February, 2013, before me appeared Alejandro Portugal, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.



[Signature]  
Notary  
My Commission Expires:

ACKNOWLEDGED AND ACCEPTED BY:

**VISTA-PRO AUTOMOTIVE, LLC**

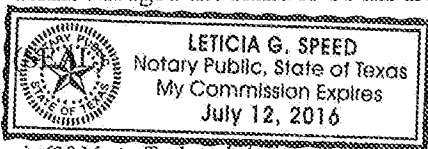
By: [Signature]  
Alejandro Portugal  
President

Witness: [Signature]  
Name: ALONSO WONG Citizen:  
Address: 213 LAKE CARMELIE

Witness: [Signature]  
Name: Enrique Gonzalez Citizen:  
Address: 14 Candlewood Rd.

STATE OF TEXAS )  
COUNTY OF WEBB ) ss:

On this 4th day of February, 2013, before me appeared Alejandro Portugal, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.



[Signature]  
Notary  
My Commission Expires:

vist638 Master Trademark Assignment.doc

Exhibit A

| CLI  | DOCKET NO | COUNTRY/ST    | MARK                   | SERIAL NO. | FILING DATE | REG. NO.   | REG. DATE |
|------|-----------|---------------|------------------------|------------|-------------|------------|-----------|
| VIST | 400046007 | CANADA        | CLIMATEPRO             | 1,095,134  | 3/7/01      | TMA591,056 | 9/29/03   |
| VIST | 400046026 | MEXICO        | CLIMATEPRO             | 480,537    | 4/10/01     | 706026     | 6/29/01   |
| VIST | 400046000 | UNITED STATES | CLIMATEPRO             | 75/844,876 | 11/9/99     | 2,649,913  | 11/12/02  |
| VIST | 400050007 | CANADA        | CLIMATEPRO &<br>DESIGN | 1,095,135  | 3/7/01      | TMA591,052 | 9/29/03   |
| VIST | 400050026 | MEXICO        | CLIMATEPRO &<br>DESIGN | 481,066    | 4/17/01     | 715756     | 9/29/01   |

VIST638-TM-Chart-Exhibit-A.doc