

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Heat Controller, Inc.		05/23/2013	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	Heat Controller LLC
<b>Street Address:</b>	1900 Wellworth Avenue
<b>City:</b>	Jackson
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	49203
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	77956599	COMFORT-AIRE
Serial Number:	85073495	GEOLOGIX
Registration Number:	0747290	COMFORT-AIRE
Registration Number:	0718933	COMFORT-AIRE
Registration Number:	1089611	CENTURY
Registration Number:	3703290	LOOPLOGIX
Registration Number:	3928987	INVERTERFLEX
Registration Number:	3538210	ASSURANCEPLUS
Registration Number:	1682816	PATRIOT 80 PLUS
Registration Number:	1738202	CONQUEST 80
Registration Number:	1657300	UNI CELL
Registration Number:	1359086	ENERGY KNIGHT ENERGY KNIGHT

**CORRESPONDENCE DATA**

CH \$315.00 77956599

Fax Number: 2125414630

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-541-2000

Email: nyuspto@bryancave.com

Correspondent Name: Pou-I "Bonnie" Lee/Bryan Cave LLP

Address Line 1: 1290 Avenue of the Americas

Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	0347509/HCI.ASSIGNMENT
NAME OF SUBMITTER:	Pou-I "Bonnie" Lee
Signature:	/pouibonnielee/
Date:	05/28/2013

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement"), dated as of May 23, 2013 (the "Effective Date"), is made by and between Heat Controller, Inc., a Michigan corporation, with offices at 1900 Wellworth Ave., Jackson, MI 49203 ("Assignor"), and Heat Controller LLC, a Delaware limited liability company, with offices at 1900 Wellworth Ave., Jackson, MI 49203 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to its intellectual property, including without limitation, the intellectual property as set forth in Schedule A attached hereto, and any other inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, renewals and reexaminations thereof; trademarks, service marks, trade dress, logos, slogans, trade names, including Heat Controller, service names, designs, designations of source of origin, corporate names, Internet domain names registered or used by Assignor, including <http://www.heatcontroller.com>, <http://www.comfort-aire.com>, and <http://www.century-hvac.com>, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; copyrightable works, all copyrights, all rights or works of authorship, and all applications, registrations, and renewals in connection therewith or derivative works thereof; mask works, other industrial property rights, and all applications, registrations, and renewals in connection therewith; trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, compilations, programs, sourcing, manufacturing, production, and distribution processes and techniques, technical data, designs, drawings, specifications, actual or potential customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); computer software (including source code, executable code, data, databases, and related documentation); material advertising and promotional materials; other proprietary rights; and copies and tangible embodiments thereof (in whatever form or medium), owned by Assignor ("Global Intellectual Property"); and

WHEREAS, Assignor desires to sell, assign, transfer and convey, and Assignee desires to accept the sale, assignment, transfer and conveyance of, the Global Intellectual Property.

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

1. Assignment of Global Intellectual Property. Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts the sale, assignment, transfer and conveyance from Assignor of, all right, title and interest in and to the Global Intellectual Property, the rights to collect all income, royalties and payments now or hereafter due with respect to the Global Intellectual Property, and the rights to sue for and remedies against past, present, and future infringements of, any or all of the foregoing, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.

2. License of Global Intellectual Property. If any of the Global Intellectual Property cannot be assigned or waived, then Assignor forever grants to Assignee, during the term of such rights, an exclusive, irrevocable, royalty-free, worldwide license to the same, with the rights to sublicense, assign, use, and otherwise exploit in any manner whatsoever the Global Intellectual Property by all means now known or later developed as well as to make, sell, offer for sale, lease, offer to lease and import goods and services which contain or otherwise embody the Global Intellectual Property.

3. Assistance. Assignor agrees to provide information, sign documents, and perform other acts that Assignee deems necessary in order to effectuate the purposes of this Agreement, convey to Assignee all rights in the Global Intellectual Property, and perfect and/or enforce the ownership by Assignee of the right, title, and interest conveyed by this Agreement.

4. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

6. Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Assignor and Assignee, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Agreement to be executed by its respective duly authorized representative as of the Effective Date.

Assignor:

HEAT/CONTROLLER, INC.

By: 

Name: Donald A. Peck

Title: Chief Executive Officer

Assignee:

HEAT CONTROLLER LLC

By: \_\_\_\_\_

Name: Edward A. Chernoff

Title: Chief Executive Officer

2. License of Global Intellectual Property. If any of the Global Intellectual Property cannot be assigned or waived, then Assignor forever grants to Assignee, during the term of such rights, an exclusive, irrevocable, royalty-free, worldwide license to the same, with the rights to sublicense, assign, use, and otherwise exploit in any manner whatsoever the Global Intellectual Property by all means now known or later developed as well as to make, sell, offer for sale, lease, offer to lease and import goods and services which contain or otherwise embody the Global Intellectual Property.

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**Assignor:**

HEAT CONTROLLER, INC.

By: \_\_\_\_\_

Name: Donald A. Peck

Title: Chief Executive Officer

**Assignee:**

HEAT CONTROLLER LLC

By: Edward A. Chernoff

Name: Edward A. Chernoff


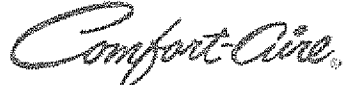

Title: Chief Executive Officer

Schedule A

HEAT CONTROLLER, INC.

Trademarks

Mark	Country	Reg. or App. No.
COMFORT-AIRE (WORD)	U.S.	App. No.: 77/956,599
COMFORT-AIRE (WORD)	U.S.	Reg. No.: 0747290
COMFORT-AIRE (WORD)	U.S.	Reg. No.: 0718933
CENTURY (WORD)	U.S.	Reg. No.: 1089611
GEOLOGIX (WORD)	U.S.	App. No. 85/073,495
LOOPLOGIX (WORD)	U.S.	Reg. No.: 3703290
INVERTERFLEX (WORD)	U.S.	Reg. No.: 3928987
ASSURANCEPLUS (WORD)	U.S.	Reg. No.: 3538210
PATRIOT 80 PLUS (WORD)	U.S.	Reg. No.: 1682816
CONQUEST 80 (WORD)	U.S.	Reg. No.: 1738202
UNI CELL (DESIGN) 	U.S.	Reg. No.: 1657300
ENERGY KNIGHT ENERGY KNIGHT (DESIGN) 	U.S.	Reg. No.: 1359086
COMFORT-AIRE (STYLIZED WORD) 	China	Reg. No.: 6430686
COMFORT-AIRE (WORD)	Canada	Reg. No.: TMA258844

COMFORTAIRE (STYLIZED WORD) 	Canada	Reg. No.: TMA142240
COMFORT-AIRE (STYLIZED WORD) 	U.S., Canada	Common Law Trademark
CENTURY (STYLIZED WORD) 	U.S., Canada	Common Law Trademark