

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
Red-Ray Manufacturing Company, Inc.		12/20/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Selas Heat Technology Company LLC
Street Address:	11012 Aurora Hudson Road
City:	Streetsboro
State/Country:	OHIO
Postal Code:	44241
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	0915703	RED-RAY
Registration Number:	2744632	APOLLO-RAY
Registration Number:	3499907	REDI-PAK
Registration Number:	0836295	INFRA-GLO

CORRESPONDENCE DATA

Fax Number:

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

Phone: 716-843-3905

Email: trademarks@jaeckle.com

Correspondent Name: Patrick A. Quinlan

Address Line 1: 200 Delaware Ave.

Address Line 2: Suite 900

Address Line 4: Buffalo, NEW YORK 14202

ATTORNEY DOCKET NUMBER:	92281-070812
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CH \$115.00 0915703

NAME OF SUBMITTER:	Patrick A. Quinlan
Signature:	/Patrick A. Quinlan/
Date:	10/04/2013
Total Attachments: 5 source=Red-Ray Trademark Assignment#page1.tif source=Red-Ray Trademark Assignment#page2.tif source=Red-Ray Trademark Assignment#page3.tif source=Red-Ray Trademark Assignment#page4.tif source=Red-Ray Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of this 20th day of December 2012, is made by and between RED-RAY MANUFACTURING COMPANY, INC., a Delaware corporation ("Assignor"), and SELAS HEAT TECHNOLOGY COMPANY LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor, Assignee and Osage Industries, Inc., a Pennsylvania corporation, are parties to that certain Asset Purchase Agreement dated as of December 20, 2012 (the "Asset Purchase Agreement").

B. Pursuant to the Asset Purchase Agreement, the Assignee is acquiring from Assignor certain assets of the Assignor, including Assignor's rights and benefits with respect to all trademarks and trademark applications owned by Assignor as of the date of this Assignment, each of which are set forth on Exhibit A attached hereto (collectively the "Marks").

C. As required by the Asset Purchase Agreement, effective as of the Closing Date, Assignor shall assign all of its right, title and interest in and to the Marks, subject to the terms and conditions set forth in the Asset Purchase Agreement.

NOW, THEREFORE in consideration of the mutual promises contained herein, Assignor and Assignee agree as follows:

1. Certain Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over its entire right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and, to the extent that that Marks are registered, the registrations thereof.

3. Further Assurances. At any time and from time to time after the date hereof, at Assignee's request and without further consideration, Assignor shall, within a reasonable time and at Assignee's sole expense, execute and deliver, and shall cause its affiliates and employees to execute and deliver, such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as Assignee may reasonably request to more effectively transfer, convey and assign to Assignee, and to confirm Assignee's title to, any or all of the Marks.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern


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

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(Signature Page Follows)

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed as of the date and year first above written.

**RED-RAY MANUFACTURING
COMPANY, INC.**

By: 
Name: Robert S. Adelson
Title: Chief Executive Officer

**SELAS HEAT TECHNOLOGY
COMPANY LLC**

By: _____
Name: David S. Bovenizer
Title: Manager

(Signature Page to Trademark Assignment)

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed as of the date and year first above written.

**RED-RAY MANUFACTURING
COMPANY, INC.**

By: _____
Name: Robert S. Adelson
Title: Chief Executive Officer

**SELAS HEAT TECHNOLOGY
COMPANY LLC**

By: _____
Name: David S. Bovenizer
Title: Manager

(Signature Page to Trademark Assignment)

Exhibit A

Name of Mark	U.S. Serial No./ Filing Date	U.S. Registration No./ Registration Date
RED-RAY	72353671 March 10, 1970	0915703 June 29, 1971
APOLLO-RAY	76395163 April 12, 2002	2744632 July 29, 2003
REDI-PAK (and design)	77256714 August 16, 2007	3499907 September 9, 2008
INFRA-GLO (and design)	72252364 August 15, 1966	0836295 October 3, 1967
INFRA-RAD	N/A (no application filed)	N/A (not registered)
ULTRA-RAD	N/A (no application filed)	N/A (not registered)