

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM303276

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Combustion Components Associates, Inc.		03/18/2014	CORPORATION: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Peerless Mfg. Co.		
<b>Street Address:</b>	14651 Dallas Parkway		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75254		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2568075	SPLIT FLAME	
<b>Registration Number:</b>	3986441	TRIM-NOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2033271096		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	203-324-6155		
<b>Email:</b>	ccobb@ssjr.com		
<b>Correspondent Name:</b>	Todd M. Oberdick		
<b>Address Line 1:</b>	986 Bedford Street		
<b>Address Line 2:</b>	St. Onge Steward Johnston & Reens LLC		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06905		
<b>ATTORNEY DOCKET NUMBER:</b>	04737-T0034A & T0009A		
<b>NAME OF SUBMITTER:</b>	Todd M. Oberdick		
<b>SIGNATURE:</b>	/Todd M. Oberdick/		
<b>DATE SIGNED:</b>	05/01/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Agreement") is executed and delivered as of March 28, 2014, by and between Combustion Components Associates, Inc., a Connecticut corporation ("Seller"), and Peerless Mfg. Co., a Texas corporation ("Buyer").

### RECITAL

On the terms and subject to the conditions of the Asset Purchase Agreement, dated as of March 18, 2014, by and among Seller, R. Gifford Broderick, and Buyer (as modified, amended or supplemented, the "Asset Purchase Agreement"), Seller agreed to, at the Closing, sell, transfer, assign and deliver to Buyer all of Seller's right, title and interest in, to and under the Purchased Assets free and clear of any Encumbrances, other than Permitted Encumbrances, and Buyer agreed to, at the Closing, assume the Assumed Liabilities;

Seller is the owner of the entire right, title and interest in, to and under those United States and foreign trademarks and trademark applications listed on Schedule A or that otherwise constitute Trademarks included in the Purchased Assets, as defined in the Asset Purchase Agreement, and any foreign counterparts or equivalents thereto, and including all trademarks, service marks, logos, trade dress, trade names, and other indicia of source or origin of goods or services issued or recognized by any Government Entity, including all registrations and applications to register the foregoing anywhere in the world and all goodwill associated therewith, as well as renewals and extensions of any of the foregoing (collectively, the "Assigned Trademarks"); and

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

### AGREEMENT

1. **Defined Terms.** All initially capitalized terms used but not defined herein have the meaning given them in the Asset Purchase Agreement.

2. **Assignment of Assigned Trademarks.** Seller hereby irrevocably sells, assigns, transfers and sets over to Buyer all of Seller's right, title and interest in and to the Assigned Trademarks for Buyer's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the date of this Agreement or thereafter related to any of the foregoing, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for and collect the same for Buyer's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. **Recordation.** Seller authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Buyer as owner of the Assigned Trademarks and issue any and all trademark registrations issued thereon to Buyer, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer and its successors, assigns or other legal representatives. Buyer shall have the right to record this Agreement with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

4. **Further Assurances; Limited Power of Attorney.** Seller shall provide Buyer, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Buyer's written request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Buyer in writing in connection with (i) perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Assigned Trademarks made herein; and (ii) obtaining any additional protection that Buyer may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country. If Buyer is unable for any reason, after diligent and reasonable effort, to secure the Seller's signature on any document needed in connection with the actions specified above, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Seller.

5. **Binding on Successors; No Third Party Beneficiaries.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement, expressed or implied, is intended to confer on any Person, other than the parties to this Agreement or their respective successors and permitted assigns, any rights, remedies, obligations or Liabilities under or by reason of this Agreement.

6. **Counterparts.** This Agreement may be executed by the parties individually or in one or more counterparts, each of which will be an original and all of which will together constitute one and the same agreement. A facsimile or other electronic copy of any such signed counterpart will be treated and will have the same force and effect as an originally signed counterpart.

7. **Governing Law.** This Agreement will be construed, interpreted and the rights of the parties hereto determined in accordance with the laws of the State of New York (without regard to the conflict of law principles thereunder).

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned hereby execute this Trademark Assignment as of the day and year first above written.

Seller

COMBUSTION COMPONENTS  
ASSOCIATES, INC.

By: *R. Gifford Broderick*

Name: R. Gifford Broderick  
Title: President

THE STATE OF Connecticut

County of Fairfield

On this 21 day of March, before me, Michele Bird, Notary Public, personally appeared Gifford Broderick, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, Gifford Broderick executed the instrument.

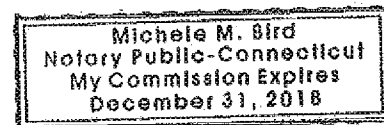
WITNESS my hand and official seal

Signature *Michele M. Bird* (Seal)

Notary Public in and for  
The State of Connecticut

Michele M. Bird  
Printed or Typed Name of Notary

My commission expires 12/31/18



[Signature Page to Trademark Assignment]

Acknowledged and accepted by:

Buyer

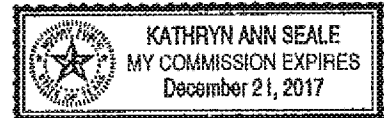
PEERLESS MFG. CO.

By: Peter Burlage  
Name: Peter Burlage  
Title: Chief Executive Officer

THE STATE OF TEXAS

County of Dallas

On this 15<sup>th</sup> day of March, 2014, before me, Kathryn Seale, Notary Public, personally appeared Peter Burlage, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, Peter Burlage executed the instrument.



WITNESS my hand and official seal

Signature Kathryn Seale (Seal)

Notary Public in and for  
The State of TEXAS

KATHRYN ANN SEALE  
Printed or Typed Name of Notary

My commission expires Dec. 21, 2017

[Signature Page to Trademark Assignment]

SCHEDULE A

Assigned Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>
SPLIT FLAME	USA	2,568,075
TRIM-NOX	USA	3,986,441

*[Remainder of page intentionally left blank.]*