

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307074

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Alden Industries, Inc.		04/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merit PVI Holdings, LLC		
<b>Street Address:</b>	303 West Madison Street		
<b>Internal Address:</b>	Suite 2100		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>Name:</b>	Merit Parallel PVI Holdings, LLC		
<b>Street Address:</b>	303 West Madison Street		
<b>Internal Address:</b>	Suite 2100		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>Name:</b>	McCoy PVI Holdings, LLC		
<b>Street Address:</b>	P.O. Box 27670		
<b>City:</b>	Panama City Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32411		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2925629	RIVERSIDE HYDRONICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>TRADEMARK</b>			

CH \$40.00 2925629

**Phone:** 414-298-1000  
**Email:** tmadmin@reinhardtllaw.com  
**Correspondent Name:** Daniel E. Kattman  
**Address Line 1:** 1000 N Water St.  
**Address Line 2:** Suite 1900  
**Address Line 4:** Milwaukee, WISCONSIN 53202

**ATTORNEY DOCKET NUMBER:** 065454-0012

**NAME OF SUBMITTER:** Daniel E. Kattman

**SIGNATURE:** /dek/

**DATE SIGNED:** 06/09/2014

**Total Attachments: 5**

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## WORLDWIDE TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is effective as of April 1, 2014 (the "Effective Date") from Alden Industries, Inc., a Delaware limited liability company ("Assignor"), to Merit PVI Holdings, LLC, a Delaware limited liability company, Merit Parallel PVI Holdings, LLC, a Delaware limited liability company, and McCoy PVI Holdings, LLC, a Delaware limited liability company (collectively, "Assignees").

### RECITALS

- A. As recited in the UCC Article 9 Foreclosure Bill of Sale ("Bill of Sale") executed on April 1, 2014, Assignees agreed to acquire certain personal property of the Assignor, including the Trademark (as defined below).
- B. Assignor is the owner of the Trademark.
- C. Assignor and Assignees (collectively "the Parties") each desire, by execution of this Assignment, to confirm the assignment of all of Assignor's rights, title, and interest in and to the Trademark to Assignees.

### AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, including that recited in the Bill of Sale, the receipt and sufficiency of which the Parties hereby acknowledge, and in consideration of covenants and agreements set forth in this Assignment, the Parties mutually agree as follows:

1. Definition of Trademark: The Trademark ("Trademark") are defined as the US and foreign Trademark and Trademark applications listed in Appendix A attached to and made a part of this Assignment, as well as: (a) goodwill associated with the Trademark; (b) all common law rights associated with the Trademark; (c) all rights to claim priority to the Trademark, including any pending or subsequent US and foreign Trademark applications, and including the right to claim, for any of said applications, the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres, where the rights, title, and interest are to be held and enjoyed by Assignees, their successors and assigns, to the full end of the term or terms for which any and all of the Trademark are granted, as fully and entirely as would have been held and enjoyed by Assignor had this Assignment not been made; (d) all renewals thereof; and (e) all rights of action, powers, and benefits accrued thereto, including the rights conferred to the holders of the Trademark by the US Patent and Trademark Office or corresponding foreign authority, including but not limited to the right of enforcement of the Trademark for any and all claims of past, present, and future infringement and any relief resulting from such claims, including both equitable and monetary relief, in forms including but not limited to injunctions, damages, and royalties.

2. Assignment of Trademark: Assignor hereby assigns, transfers, conveys, and grants to Assignees, their successors and assigns, all of Assignor's rights, title, and interest in the Trademark, including the right to claim priority in and to the same.


3. Relationship of Assignees: The rights, title, and interest in the Trademark shall be held by the Assignees as tenants in common with undivided interests in the following percentages:

Merit PVI Holdings, LLC	82.38%
Merit Parallel PVI Holdings, LLC	10.36%
McCoy PVI Holdings, LLC	7.26%

4. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (*i.e.*, PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ALDEN INDUSTRIES, INC.

By:   
Chris Bollas, President

MERIT PVI HOLDINGS, LLC

By: Merit Mezzanine Fund IV, L.P., its sole member

By: Merit Capital Partners IV, L.P., its general partner

By: Merit Capital Partners IV, L.L.C., its general partner

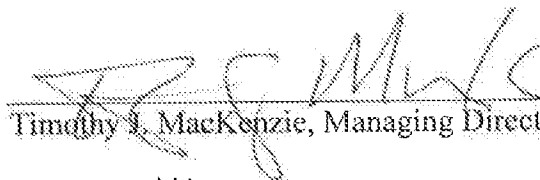
By:   
Timothy J. MacKenzie, Managing Director

MERIT PARALLEL PVI HOLDINGS, LLC

By: Merit Mezzanine Parallel Fund IV, L.P., its sole member

By: Merit Capital Partners IV, L.P., its general partner

By: Merit Capital Partners IV, L.L.C., its general partner

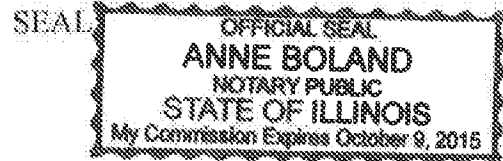
By:   
Timothy J. MacKenzie, Managing Director

STATE OF: Illinois

COUNTY OF: Cook

DATE: 5/19/14

SIGNATURE: Anne Boland



MCCOY PVI HOLDINGS, LLC

By: \_\_\_\_\_  
Thomas G. McCoy, its sole member

MERIT PVI HOLDINGS, LLC

By: Merit Mezzanine Fund IV, L.P., its sole member  
By: Merit Capital Partners IV, L.P., its general partner  
By: Merit Capital Partners IV, L.L.C., its general partner

By: \_\_\_\_\_  
Timothy J. MacKenzie, Managing Director

MERIT PARALLEL PVI HOLDINGS, LLC

By: Merit Mezzanine Parallel Fund IV, L.P., its sole member  
By: Merit Capital Partners IV, L.P., its general partner  
By: Merit Capital Partners IV, L.L.C., its general partner

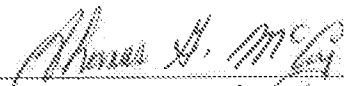
By: \_\_\_\_\_  
Timothy J. MacKenzie, Managing Director

STATE OF:  
COUNTY OF:  
DATE:

SEAL:

SIGNATURE: \_\_\_\_\_

MCCOY PVI HOLDINGS, LLC

By:  \_\_\_\_\_  
Thomas G. McCoy, its sole member

APPENDIX A:

The Trademark

Alden Trademark	Country	Registration Number	Date Registered
Riverside Hydronics	United States	2,925,629	02/08/05