

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM307352

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Riverside Hydronics, LLC		04/01/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Merit PVI Holdings, LLC
Street Address:	303 West Madison Street
Internal Address:	Suite 2100
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Merit Parallel PVI Holdings, LLC
Street Address:	303 West Madison Street
Internal Address:	Suite 2100
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	McCoy PVI Holdings, LLC
Street Address:	303 West Madison Street
Internal Address:	Suite 2100
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3074929	TEMPTRAC
Registration Number:	3184588	EMBLEM
Registration Number:	2880128	PRIMERA
Registration Number:	3732650	ONTRAC

TRADEMARK

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 414-298-1000
Email: tadmin@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:	06/11/2014

Total Attachments: 5

source=Riverside Hydronics Trademark Assignment - 1#page1.tif
source=Riverside Hydronics Trademark Assignment - 1#page2.tif
source=Riverside Hydronics Trademark Assignment - 1#page3.tif
source=Riverside Hydronics Trademark Assignment - 1#page4.tif
source=Riverside Hydronics Trademark Assignment - 1#page5.tif

WORLDWIDE TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (the "Assignment") is effective as of April 1, 2014 (the "Effective Date") from Riverside Hydronics, LLC, 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 Trademarks and Domain Names (as defined below).

B. Assignor is the owner of the Trademarks and Domain Names.

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 Trademarks and Domain Names 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 Trademarks: The Trademarks ("Trademarks") are defined as the US and foreign Trademarks and Trademark applications listed in Appendix A attached to and made a part of this Assignment, as well as: (a) all inventions, improvements, and modifications disclosed or claimed in the Trademarks; (b) all rights to claim priority to the Trademarks, 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 Trademarks are granted, as fully and entirely as would have been held and enjoyed by Assignor had this Assignment not been made; (c) any and all Trademarks issuing from pending Trademark applications listed in Appendix A, as well as any and all Trademarks issuing from continuations, continuations-in-part, reissues, re-examinations, or divisions of the Trademarks regardless of whether such Trademarks mature from convention or non-convention applications or any other substitutions, renewals, extensions, additions, utility models or other United States or foreign Trademarks; (d) all renewals thereof; and (e) all rights of action, powers, and benefits accrued thereto, including the rights conferred to the holders of the Trademarks by the US Trademark and Trademark Office or corresponding foreign authority, including but not limited to the right of enforcement of the Trademarks 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. Definitions of Domain Names: The Domain Name ("Domain Name") is defined as the domain name listed in Appendix A attached to and made a part of this Assignment, as well as: (a) goodwill associated with the domain name; (b) all common law rights associated with the domain name; (c) all renewals thereof; and (e) all rights of action, powers, and benefits accrued thereto, including the rights conferred to the holders of the Domain Name by any United States or foreign authority, including but not limited to the right of enforcement of the Domain Name 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.

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


4. Relationship of Assignees: The rights, title, and interest in the Trademarks 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%

5. 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.

RIVERSIDE HYDRONICS, LLC
By: Alden Industries, Inc., its sole member

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

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

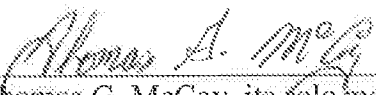
By: Merit Mezzanine Parallel Fund IV, L.P., its sole member

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

MCCOY PVI HOLDINGS, LLC

By:  _____
Thomas G. McCoy, its sole member

APPENDIX A:
The Trademarks

Riverside Hydronics, LLC:

Riverside Trademarks	Country	Registration Number	Date Issued
TEMPTRAC- U.S.	United States	3,074,929	03/28/06
TEMPTRAC- Can.	Canada	TMA680,152	01/23/07
EMBLEM (dead)	United States	3,184,588	12/12/06
PRIMERA	United States	2,880,128	08/31/04
ONTRAC	United States	3,732,650	12/29/09

Domain Name

Domain Name	Account Holder
riversidehydronics.com	Riverside Hydronics