

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308617

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merit PVI Holdings, LLC		04/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
Merit Parallel PVI Holdings, LLC		04/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
McCoy PVI Holdings, LLC		04/01/2014	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PVI Riverside Holdings, Inc.
<b>Street Address:</b>	3209 Galvez Ave
<b>City:</b>	Fort Worth
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76111
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1027854	PVI
Registration Number:	1027855	A WORLD OF HOT WATER
Registration Number:	1039189	GLASHIELD
Registration Number:	1039188	NICKELSHIELD
Registration Number:	1098698	HI-VET
Registration Number:	1224119	COPPERGLAS
Registration Number:	1273428	FIREPOWER
Registration Number:	1370002	TURBOPOWER
Registration Number:	1290884	THERMOPOWER
Registration Number:	1441985	COPPERSHIELD
Registration Number:	1564319	SUPERTANK
Registration Number:	1642715	POLYSHIELD
Registration Number:	1641178	DURAWATT
Registration Number:	1641177	FLEXCOIL
Registration Number:	1797704	VENTURA
Registration Number:	2055966	QUICKDRAW

TRADEMARK

REEL: 005308 FRAME: 0809

900293120

CH \$790.00 1027854

Property Type	Number	Word Mark
Registration Number:	2018305	SCALEGUARD
Registration Number:	2087355	POWER VT
Registration Number:	2718006	SANISTEEL
Registration Number:	3079019	PLATINUM
Registration Number:	4433723	COBREX
Serial Number:	85740004	EZ PLATE
Serial Number:	85740042	CONQUEST
Registration Number:	4199706	AQUAPLEX
Registration Number:	3982288	PVI ENGINEERED WATER HEATING SOLUTIONS
Registration Number:	3670415	TEMPATRIM
Registration Number:	3074929	TEMPTRAC
Registration Number:	3184588	EMBLEM
Registration Number:	2880128	PRIMERA
Registration Number:	3732650	ONTRAC
Registration Number:	2925629	RIVERSIDE HYDRONICS

**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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	MERIT PVI RECORDATION
<b>NAME OF SUBMITTER:</b>	DANIEL E. KATTMAN
<b>SIGNATURE:</b>	/dek/
<b>DATE SIGNED:</b>	06/24/2014

**Total Attachments: 6**

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## WORLDWIDE TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark Assignment (the "Assignment") is effective as of April 1, 2014 (the "Effective Date") from 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, "Assignors") to PVI Riverside Holdings, Inc., a Delaware corporation ("Assignee").

### RECITALS

A. As recited in the Contribution and Subscription Agreement (the "Agreement") executed on April 1, 2014, Assignee agreed to accept the contribution of certain assets from Assignors, including the Trademarks and Domain Names (as defined below), in exchange for the issuance of capital stock of Assignee.

B. Assignors are the owner of the Trademarks and Domain Names 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%.

C. Assignors and Assignee (collectively "the Parties") each desire, by execution of this Assignment, to confirm the assignment of all of Assignors' rights, title, and interest in and to the Trademarks and Domain Names to Assignee.

### AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, including that recited in the Agreement, 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 the Assignee, its 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 Assignors 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 Names: Assignors hereby assign, transfer, convey, and grant to the Assignee, its successors and assigns, all of Assignors' rights, title, and interest in the Trademarks and Domain Names, including the right to claim priority in and to the same.

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.

PVI RIVERSIDE HOLDINGS, 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

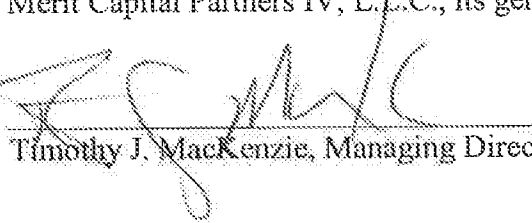
MERIT PARALLEL PVI HOLDINGS, LLC

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

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

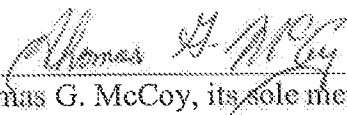
By: Merit Mezzanine Parallel Fund IV, L.P., its sole member

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

PVI Interim, LLC - Trademarks	Registration Number	Date Issued
PVI	1,027,854	12/23/75
A WORLD OF HOT WATER	1,027,855	12/23/75
GLASHIELD	1,039,189	05/11/76
NICKELSHIELD	1,039,188	05/11/76
HI-VET	1,098,698	08/08/78
COPPERGLAS	1,224,119	01/18/83
FIREPOWER	1,273,428	04/10/84
TURBOPOWER	1,370,002	11/12/85
THERMOPOWER	1,290,884	08/21/84
COPPERSHIELD	1,441,985	06/09/87
SUPERTANK	1,564,319	11/07/89
POLYSHIELD	1,642,715	04/30/91
DURAWATT	1,641,178	04/16/91
FLEXCOIL	1,641,177	04/16/91
PVI WATER HEATER SIZING GUIDE	COPYRIGHT 300,806	10/14/87
VENTURA	1,797,704	10/12/93
QUICKDRAW	2,055,966	04/22/97
SCALEGUARD	2,018,305	11/19/96
POWER VI	2,087,355	08/12/97
SANISTEEL	2,718,006	05/20/03
PLATINUM - US	3,079,019	04/11/06
PLATNUM - Canada	TMA 695,697	09/06/07
COBEX	4,433,723	11/12/13
EZ PLATE	85740004	N/A
CONQUEST	85740042	N/A
AQUAPLEX	4,199,706	8/28/12
PVI ENGINEERED WATER HEATING SOLUTIONS & Design	3,982,288	6/21/11
TEMPATRIM	3,670,415	
TEMPTRAC- U.S.	3,074,929	03/28/06
TEMPTRAC- Can.	TMA680,152	01/23/07
EMBLEM (dead)	3,184,588	12/12/06
PRIMERA	2,880,128	08/31/04
ONTRAC	3,732,650	12/29/09
Riverside Hydronics	2,925,629	02/08/05

Domain Names

Domain Name
alden-industries.com
no-tank-linings.com
pvi-industrial.com

pvi.com
pvihr.com
pviind.com
pviindustrial.com
pviindustries.com
pvinet.com
pvipcs.com
pviplating.com
pvirep.com
pvirops.com
riversidehydronics.com