

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PVI Riverside Holdings, Inc.		04/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PVI Interim, LLC		
Street Address:	3209 Galvez Ave		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 25			
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	
Registration Number:	2018305	SCALEGUARD	
Registration Number:	2087355	POWER VT	
Registration Number:	2718006	SANISTEEL	
Registration Number:	3079019	PLATINUM	
TRADEMARK			

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Property Type	Number	Word Mark
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

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

ATTORNEY DOCKET NUMBER:	PVI RIVERSIDE HOLDINGS
NAME OF SUBMITTER:	Daniel E. Kattman
SIGNATURE:	/dek/
DATE SIGNED:	06/27/2014

Total Attachments: 4
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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 PVI Riverside Holdings, Inc., a Delaware corporation ("Assignor") to PVI Interim, LLC, a Delaware limited liability company ("Assignee").

RECITALS

- A. As recited in the Restructuring and Tenants in Common Agreement ("Agreement") executed on April 1, 2014, Assignee agreed to acquire certain assets 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 Assignee (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 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 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 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

PVI INTERIM, LLC

By: PVI Riverside Holdings, Inc., its sole member

By: 

Chris Bollas, President

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 VT	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

Domain Names

Domain Name
aiden-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
pvireps.com
riversidehydronics.com