

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WK Investments, Inc.	FORMERLY Tioga, Inc.	10/30/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Tioga Air Heaters, LLC		
Street Address:	9201 International Parkway		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55428		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1340532	TIOGA AIR HEATERS	
CORRESPONDENCE DATA			
Fax Number:	6126324444		
<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>			
Phone:	(612) 632-3347		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Cynthia Hefferan, Paralegal		
Address Line 1:	P.O. Box 2906		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	76713-US-001		
NAME OF SUBMITTER:	Cynthia Hefferan, Paralegal		
SIGNATURE:	/Cynthia Hefferan/		
DATE SIGNED:	01/08/2015		
Total Attachments: 5			
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CH \$40.00 1340532

AMENDMENT TO PATENT AND TRADEMARK ASSIGNMENT

This AMENDMENT TO PATENT AND TRADEMARK ASSIGNMENT (this "*Amendment*"), dated as of October 30, 2014, (the "*Execution Date*"), is made and entered into by and among **TIOGA AIR HEATERS, LLC** (formerly known as MEP HEC TAH Acquisition Company, LLC), a Delaware limited liability company ("*Purchaser*"), **Tioga, Inc.**, a Minnesota corporation, (k/n/a WK Investments, Inc.) ("*Tioga*"), **Tioga Air Heaters, Inc.**, a Minnesota corporation (k/n/a TAH-WK, Inc.) ("*TAH*"), together with Tioga, the "*Sellers*" and each individually a "*Seller*", together with Purchaser, the "*Parties*" and each individually a "*Party*").

RECITALS

A. Purchaser, Sellers, Bruce J. Wallace, and Michael R. Kaplan entered into an Asset Purchase Agreement as of June 28, 2013, (the "*Purchase Agreement*"), pursuant to which Purchaser purchased substantially all of Seller's assets (the "*Purchased Assets*").

B. In connection with the Purchase Agreement, the Parties executed a Patent and Trademark Assignment (the "*Assignment*"), dated June 28, 2013. The Parties desire to amend the Assignment as set forth in this Amendment.

C. Capitalized terms used but not otherwise defined in this Amendment have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Schedule A** to the Assignment is deleted in its entirety and replaced with **Amended Schedule A**.

2. For no additional consideration, but at Purchaser's sole expense, Sellers agree to execute and deliver at any future date any additional documents that Purchaser reasonably determines are required to perfect Purchaser's ownership of or title to the Marks, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Purchaser in obtaining, perfecting, sustaining, and/or enforcing the Marks.

3. Sellers authorize and request the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Purchaser as the Purchaser and owner of any and all of Sellers' rights in the Marks.

4. This Amendment will be binding from and after its execution upon Sellers and Purchaser and their respective successors and assigns.

5. This Amendment may not be amended or waived except in a writing executed by the Party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Amendment will be deemed effective to modify or amend any part of this Amendment or any rights or obligations of any person under or by reason of this Amendment.

6. This Amendment may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of an electronic delivery shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

7. To the extent any term, condition, or provision of this Amendment is in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement governs and controls.

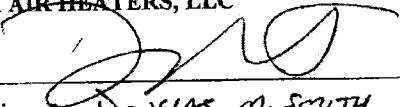
8. This Amendment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Minnesota (without giving effect to the principles of conflicts of Laws).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment is effective as of the date first above written.

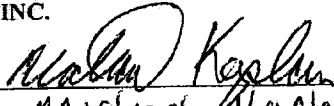
PURCHASER:

TIOGA AIR HEATERS, LLC

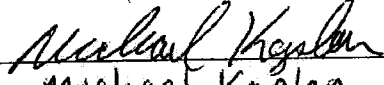
By: 
Name: DOUGLAS M. SMITH
Title: CHAIRMAN

SELLERS:

TIOGA, INC.

By: 
Name: Michael Kaplan
Title: TREASURER

TIOGA AIR HEATERS, INC.

By: 
Name: Michael Kaplan
Title: TREASURER

[Signature Page to Amendment to Patent and Trademark Assignment]

TRADEMARK

REEL: 005436 FRAME: 0442

AMENDED SCHEDULE A

Attached.

{5127917:}

Tioga, Inc.

Tioga Air Heaters, Inc.

www.tioga-inc.com

www.tiogaairheaters.com

TIOGA AIR HEATERS & Design trademark (Reg. No. 1,340,532)

{5127917:}