

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Precision Manufacturing, LLC		03/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	VPI Precision Holdings, LLC		
Street Address:	551 South County Line Road		
City:	Franklin Park		
State/Country:	ILLINOIS		
Postal Code:	60131		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1735843	THERMOGENETIC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademark@lockelord.com		
Correspondent Name:	Tanya H. Miari / Locke Lord LLP		
Address Line 1:	P.O. Box 130; F. D. R. Station		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	3M0707.00005		
NAME OF SUBMITTER:	Tanya H. Miari		
SIGNATURE:	/Tanya H. Miari/		
DATE SIGNED:	03/27/2015		
Total Attachments: 7			
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INTELLECTUAL PROPERTY BILL OF SALE AND ASSIGNMENT

THIS INTELLECTUAL PROPERTY BILL OF SALE AND ASSIGNMENT ("IP Assignment") is made as of March 27, 2015, by and among Precision Manufacturing, LLC ("OpCo"), Precision Manufacturing Real Estate, LLC, ("RealCo", and together with OpCo, "Assignors" and each, an "Assignor"), VPI Precision Holdings, LLC, a Delaware limited liability company ("Assignee"), and The PrivateBank and Trust Company ("Lender").

WHEREAS, Assignors, Precision Boilers, LLC, Precision Boilers Disc Inc. and SC Precision Manufacturing, LLC, Vapor Power International, LLC, a Delaware limited liability company ("Vapor"), entered into an UCC Sale Agreement dated as of March 13, 2015 ("UCC Sale Agreement"), in accordance with which Assignors' business and related assets, including trademarks, trade names, other trade identities, copyrights, patents, patent applications and inventions are to be assigned and transferred to Vapor or its nominee;

WHEREAS, Assignee is a wholly-owned subsidiary of Vapor, and has been designated by Vapor to be the assignee of the Marks and Patents (as each term is defined below) under the UCC Sale Agreement;

WHEREAS, Assignors own all right, title and interest in and to the trademarks, tradenames, service marks, service names, brand names, symbols, logos, designs, domain names, websites, URLs, royalties, registrations and all other rights associated with the foregoing in Section 1(f) of the UCC Sale Agreement, as well as various common law marks and trade identities used in connection with the business, including without limitation those set forth on Schedule A hereto, to be transferred to Assignee pursuant to the UCC Sale Agreement (collectively, the "Marks").

WHEREAS, Assignors own all right, title and interest in and to the patents and patent applications, know how, techniques, registrations and all other rights associated with the foregoing in Section 1(f) of the UCC Sale Agreement, including without limitation those set forth on Schedule B hereto, together with all improvements thereon and betterments thereof, all divisions, continuations and reissues thereof and substitutions of or for said applications, and all rights and privileges under the Letters Patent that may be granted therefor, including the right to claim the benefit of an earlier filing date for the same invention in a foreign country (collectively, the "Patents").

WHEREAS, Assignors wish to assign, and Assignee wishes to acquire, all of Assignors' right, title and interest in and to the Patents, throughout the world.

WHEREAS, Assignors wish to assign, and Assignee wishes to acquire, all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by and associated with the Marks and the registrations and applications therefor.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Each Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Marks including without limitation the registrations, trade names and marks identified on Schedule A hereto, together with the goodwill of the business symbolized by and associated with the Marks; all rights to seek applications for registration of the Marks; all rights to use the Marks in the Assignee's conduct of the business; and all rights, past and future, to causes of action for infringement of the Marks and the rights assigned hereunder.
2. Each Assignor hereby sells, assigns, transfers, and sets over to Assignee, such Assignor's entire right, title and interest in and to the Patents throughout the world, the inventions claimed therein, any renewals, continuations, divisionals, continuations-in-part (in whole or in part) filed by Assignee, including all Letters Patent of the United States and all re-examinations, re-issues and extensions thereof and all patents for industrial property protection in other countries and jurisdictions that may be granted thereon, and all rights to claim priority on the basis of such application(s), and the right to bring actions for past or future infringements or other violations of the rights assigned herein; and such Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the patent authorities of other countries and jurisdictions to issue all Patents, hereafter in accordance with the terms of this Assignment.
3. Each Assignor hereby agrees that it will promptly communicate to the aforesaid Assignee or its assigns full and complete information concerning said improvements or betterments of the inventions disclosed in said application, and will cooperate at any time upon request of said assignee or its assigns, at its expense, in the procurement of patent protection to cover the inventions herein assigned and to be assigned, including the execution of new, divisional, continuing and reissue applications; will make all rightful oaths, will testify in any proceedings in the United States Patent Office or in the Courts, and generally will do everything lawfully possible to aid said assignee, its successors, assigns and nominees to obtain, enjoy and enforce proper patent protection for the inventions embraced within the terms of this document.
4. Each Assignor hereby further covenants that: such Assignor has the full right to convey the interest assigned by this IP Assignment; such Assignor shall cooperate with Assignee, at Assignee's request, to execute all documents reasonably necessary to perfect the interests assigned hereby; and such Assignor has not executed and will not execute any agreement in conflict with this IP Assignment.
5. This IP Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois.

6. This IP Assignment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. A signed counterpart is as binding as an original. A facsimile or PDF signature shall be treated as an original signature.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, each of the undersigned have caused this IP Assignment to be duly executed as of the date first above written.

ASSIGNORS:

PRECISION MANUFACTURING, LLC

By: 
Name: Chad Riedel
Title: Chairman

PRECISION MANUFACTURING REAL ESTATE, LLC

By: 
Name: Chad Riedel
Title: Chairman

ASSIGNEE:

VPI PRECISION HOLDINGS, LLC

By: _____
Name:
Title:

Acknowledged and agreed:

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

By: _____
Name: Brett Hrupek
Title: Managing Director

IN WITNESS WHEREOF, each of the undersigned have caused this IP Assignment to be duly executed as of the date first above written.

ASSIGNORS:

PRECISION MANUFACTURING, LLC

By: _____

Name: Chad Riedel

Title: Chairman

PRECISION MANUFACTURING REAL ESTATE, LLC

By: _____

Name: Chad Riedel

Title: Chairman

ASSIGNEE:

VPI PRECISION HOLDINGS, LLC

By: Lee A. Vandermyde

Name: Lee A. Vandermyde

Title: Secretary

Acknowledged and agreed:

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

By: _____

Name: Brett Hrupek

Title: Managing Director

SCHEDULE A
(Trademark Assignment)

Registered Trademarks

TM/SN/RN	Status/Status Date	Goods/Services	Owner
THERMOGENETIC RN: 1735843 SN: 74191066	Renewed Supplemental Register November 24, 2012	(Int'l Class: 11) thermal storage system comprising the following major parts - a storage vessel for storing a selected heat transfer fluid; heating elements for heating the heat transfer fluid; and external heat exchangers for transferring heat from heat transfer fluid to selected system fluids such as water for use in hot water systems and air heating systems for industrial, commercial and residential use	Precision Manufacturing, LLC (Delaware Limited Liability Company) 75 14th Street N.E., Suite 2700 Atlanta Georgia 303097602

Other Marks, Trade Names and Domain Names

<www.precisionboilers.com>

SCHEDULE B

(Patent Assignment)

Patents

Patent No.	App. No.	Title	Patent Issue Date
6817319	10/721,918	Boiler	November 16, 2004
5277869	08/008,870	Process and System for Biologically Neutralizing Waste Material	January 11, 1994