

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASPEQ Holdings, Inc.		06/29/2015	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Accu-Therm LLC		
Street Address:	25 Industrial Drive		
Internal Address:	P.O. Box 249		
City:	Monroe City		
State/Country:	MISSOURI		
Postal Code:	63456-0249		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86668528	HEATREX	
Serial Number:	86668517	HEATREX	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	617-951-8714		
Email:	eileen.sullivan@morganlewis.com		
Correspondent Name:	Eileen M. Sullivan		
Address Line 1:	Morgan, Lewis & Bockius LLP		
Address Line 2:	1 Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	86668528		
NAME OF SUBMITTER:	Rachelle A. Dubow		
SIGNATURE:	/rachelle dubow/		
DATE SIGNED:	06/29/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of June 29, 2015, by and between ASPEQ Holdings, Inc., a Missouri corporation ("Assignor"), and Accu-Therm LLC, a Missouri limited liability company ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the entire right, title and interest in and to the trademark applications and any registrations resulting therefrom, set forth on Schedule A (the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and sets over to Assignee the entire right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable on or after the date hereof, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby consents to the recordation of this Assignment with the United States Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries.

Assignor shall, at Assignee's expense (with reasonable compensation from Assignee to such Assignor), take reasonable further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without


limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation, recordation or perfection of this Assignment in all applicable jurisdictions throughout the world.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

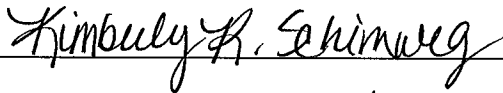
ASSIGNOR:

ASPEQ HOLDINGS, INC.,
a Missouri corporation

By: 
Name: Michael D. Howard
Its: President & CEO

STATE OF Missouri)
) SS
COUNTY OF)
St. Louis

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on June 29, 2015, Michael D. Howard personally known to me to be the President & CEO of **ASPEQ HOLDINGS, INC.**, a Missouri corporation, on behalf of said company, he/she signed, sealed and delivered the foregoing Trademark Assignment as his/her free and voluntary act, for the uses and purposes therein set forth.


Notary Public, State of Missouri, County of St. Louis
My Commission Expires: 6.19.2018
County of Residence: St. Louis



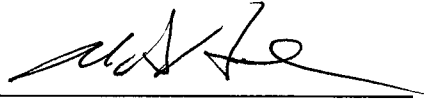
KIMBERLY R. SCHIMWEG
My Commission Expires
June 19, 2018
St. Louis County
Commission #14902633

[ASSIGNEE'S SIGNATURE ON THE FOLLOWING PAGE]

ASSIGNEE:

ACCU-THERM LLC,
a Missouri limited liability company

By: ASPEQ HOLDINGS, INC.,
a Missouri corporation, its Manager

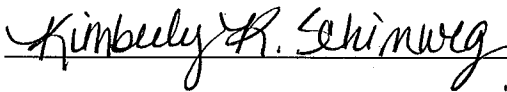
By: 

Name: Michael D. Howard

Its: President & CEO

STATE OF Missouri)
) SS
COUNTY OF)
St. Louis)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on June 29, 2015, Michael D. Howard personally known to me to be the president & CEO of **ACCU-THERM LLC**, a Missouri limited liability company, on behalf of said company, he/she signed, sealed and delivered the foregoing Trademark Assignment as his/her free and voluntary act, for the uses and purposes therein set forth.



Notary Public, State of Missouri, County of St. Louis
My Commission Expires: 6.19.2018
County of Residence: St. Louis



KIMBERLY R. SCHIMWEG
My Commission Expires
June 19, 2018
St. Louis County
Commission #14902633

SCHEDULE A
TRADEMARK REGISTRATIONS AND APPLICATIONS

HEATREX

MARK	CLASSES / MARK DRAWING CODE	SERIAL NO.	DATE FILED	CURRENT BASIS	ORIGINAL FILING BASIS	CURRENT OWNER
HEATREX <i>Word image above of the word HEATREX in all capital letters.</i>	(4) Standard Character Mark	86668528	June 19, 2015	1A	1A	ASPEQ Holdings, Inc.
HEATREX <i>Word image above of the word HEATREX in all capital letters.</i>	(4) Standard Character Mark	86668517	June 19, 2015	1A	1A	ASPEQ Holdings, Inc.