

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349648

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Reliable Construction Heaters, Inc.		06/12/2015	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RCH Acquisition, LLC		
<b>Street Address:</b>	111 W. Washington St., Suite 900		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60602		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2125210	FIRE AND ICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163485474		
<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>			
<b>Phone:</b>	2163485400		
<b>Email:</b>	ip@mcdonaldhopkins.com		
<b>Correspondent Name:</b>	Amanda Baiers/McDonald Hopkins LLC		
<b>Address Line 1:</b>	600 Superior Avenue, East, Suite 2100		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	38518-00005		
<b>NAME OF SUBMITTER:</b>	Amanda L. Baiers		
<b>SIGNATURE:</b>	/Amanda L. Baiers/		
<b>DATE SIGNED:</b>	07/29/2015		
<b>Total Attachments: 5</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), dated as of June 12, 2015 (the “**Execution Date**”), is made and entered into by and between **RCH Acquisition, LLC**, a Delaware limited liability company (“**Buyer**”), and **Reliable Construction Heaters, Inc.**, an Ohio corporation (“**Seller**” and together with Buyer, the “**Parties**” and each individually a “**Party**”).

**RECITALS**

A. Seller is engaged in the business of renting and selling temporary, portable, supplemental and emergency heating, cooling and dehumidifying equipment, and providing repair and maintenance services and related products and services (the “**Business**”).

B. Buyer, Seller, Tioga Air Heaters, LLC and Franklin B. Floyd, Jr. entered into an Asset Purchase and Contribution Agreement as of the Execution Date (the “**Purchase Agreement**”), pursuant to which Buyer purchased certain assets used in the Business from Seller (the “**Purchased Assets**”).

C. Seller has agreed to transfer, sell, and assign to Buyer all of Seller’s rights, titles, and interests in and to the patents, marks, logos, trademarks, trade names, and other intellectual property set forth on Schedule A, together with the goodwill of the businesses associated therewith and Buyer accepts the assignment of such intellectual property from Seller, subject to the terms and conditions of the Purchase Agreement and this Assignment.

NOW, THEREFORE, in consideration of the foregoing and for the consideration set forth in the Purchase Agreement, the Parties agree as follows:

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

2. Seller does hereby sell, convey, assign, and transfer to Buyer, and Buyer does hereby purchase, acquire and accept from Seller, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller’s right, title and interest in and to the marks, logos, trademarks, service marks, trade names and domain names set forth on Schedule A (collectively, the “**Intellectual Property**”).

3. All rights and privileges, including, without limitation, any claims, demands, and the right to sue for and receive all damages from past infringements of the Intellectual Property or for unfair competition in business in connection therewith, shall be held and enjoyed by Buyer and its successors, assigns, and other legal representatives.

4. For no additional consideration, but at Buyer’s sole expense, Seller agrees to execute and deliver at any future date any additional documents that Buyer reasonably determines are required to perfect Buyer’s ownership of or title to the Intellectual Property, including without limitation the execution, acknowledgment and recordation of specific

assignments, oaths, declarations and other documents on a country-by-country basis, to assist Buyer in obtaining, perfecting, sustaining, and/or enforcing the Intellectual Property.

5. Seller authorizes and requests 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 Buyer as the assignee and owner of any and all of Sellers' rights in the Intellectual Property.

6. This Assignment will be binding from and after its execution upon Seller and Buyer and their respective successors and assigns.

7. This Assignment 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 Assignment will be deemed effective to modify or amend any part of this Assignment or any rights or obligations of any person under or by reason of this Assignment.

8. This Assignment 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.

9. To the extent any term, condition, or provision of this Assignment 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.

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

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Patent and Trademark Assignment is effective as of the date first above written.

Reliable Construction Heaters, Inc.

By: 

Name: Gordon Newell

Title: President

RCH Acquisition, LLC

By: \_\_\_\_\_

Name: Douglas M. Smith

Title: Manager

*[Signature Page to Patent and Trademark Assignment]*

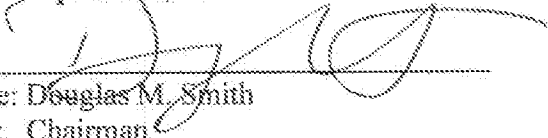
**TRADEMARK**  
**REEL: 005587 FRAME: 0672**

IN WITNESS WHEREOF, the parties hereto have executed this Patent and Trademark Assignment is effective as of the date first above written.

Reliable Construction Heaters, Inc.

By: \_\_\_\_\_  
Name: Franklin B. Floyd, Jr.  
Title: Chief Executive Officer

RCH Acquisition, LLC

By:  \_\_\_\_\_  
Name: Douglas M. Smith  
Title: Chairman

**SCHEDULE A**

**Intellectual Property Registrations**

**Trademarks:**

Trademark	Country	Status	App. Number	Filing Date	Registration No.	Issue Date	Owner of Record
FIRE AND ICE & DESIGN	U.S.	Registered	75169113	9/20/1996	2125210	12/30/1997	Reliable Construction Heaters, Inc.

**Domain Name:**

Domain Name	Registrant	Registrar	Renewal Date
heatcooldry.com	Reliable Construction Heaters	Network Solutions, LLC	5/4/2021

**Unregistered, Common Law Trademarks/Trade Names/Logos:**

- RELIABLE CONSTRUCTION HEATERS
- THE GREEN MACHINE
- WE WERE GREEN BEFORE GREEN WAS GREEN



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