

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thermal Care, Inc.		04/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	IPEG Acquisition Co.		
Street Address:	200 West Kensinger Drive		
City:	Cranberry Twp.		
State/Country:	PENNSYLVANIA		
Postal Code:	16066		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2045868	THERMAL CARE	
CORRESPONDENCE DATA			
Fax Number:	4123942555		
<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:	412-394-7767		
Email:	traip@clarkhill.com		
Correspondent Name:	Paul D. Bangor, Jr.		
Address Line 1:	301 Grant Street, 14th Floor		
Address Line 2:	One Oxford Centre		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	89056.173725		
NAME OF SUBMITTER:	Paul D. Bangor, Jr.		
SIGNATURE:	/Paul D. Bangor, Jr./		
DATE SIGNED:	08/04/2015		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Agreement") is entered into this 30th day of April, 2013, and effective as of 12:00 a.m. on the 1st day of May, 2013, by Thermal Care, Inc., a Delaware corporation ("Assignor"), and delivered to, and in favor of, IPEG Acquisition Co., a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted and is using the mark listed on Schedule A, attached hereto and incorporated herein, for which it has obtained registrations in the United States Patent and Trademark Office (the "Mark"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated April 25, 2013 (the "Asset Purchase Agreement"), by and among Assignor, Assignee, MFRI, Inc., a Delaware corporation ("Equityholder"), and IPEG, Inc., a Delaware corporation ("IPEG"), whereby Assignor, inter alia, has agreed to and did sell and Assignee, inter alia, agreed to and did acquire Assignor's entire right, title and interest in and to the Mark including, inter alia, the goodwill of the business symbolized by the Mark.

NOW, THEREFORE, for the good and valuable consideration of the mutual covenants contained herein, and for other good and valuable consideration including the sum of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Assignment. (a) Assignor does hereby sell, transfer, convey, set over, assign and deliver to Assignee all worldwide rights, title and interest in and to the Mark, whether statutory or common law, including, without limitation, all registrations for the Mark together with the goodwill of the business symbolized by the Mark, effective as of the date hereof. Assignor does hereby further assign to Assignee any and all causes of action, claims, demands, or other rights occasioned from or because of any and all past, present and future infringements of said Mark, together with the right to sue and recover therefore, including the right to bring suit in its own name and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

(b) Upon execution of this Assignment, Assignor shall retain no right or license under the Mark.

2. Documentation and Cooperation. Assignor hereby covenants that, upon the request of Assignee (or its assigns), Assignor will provide Assignee (or its assigns) with all pertinent facts and documents relating to the Mark and to any applications and registrations therefor, and legal equivalents in the United States and foreign countries as may be known and accessible to Assignor, provided, however, that Assignor shall not be obligated to deliver or divulge communications, correspondence, or other documents protected by the attorney-client privilege, nor shall Assignor be obligated to deliver or divulge anything constituting attorney-work product. Assignor will cooperate as to the same in any action or litigation related thereto and will in Assignor's discretion, which shall not be unreasonably withheld, execute and deliver to Assignee or its legal representative papers, instruments or affidavits required to apply for, obtain, maintain, issue, enforce and perfect such rights, title, and interest in Assignee for the Mark and to

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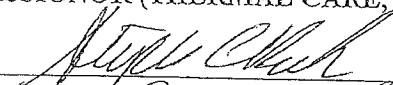
any applications and registrations therefor and said equivalents thereof in any foreign country which may be necessary to carry out the purposes hereof. Any and all reasonable expenses incurred by Assignor in connection with its obligations under this paragraph shall be paid by the Assignee (or its assigns).

3. Asset Purchase Agreement. This Assignment is being delivered pursuant to the Asset Purchase Agreement and shall be subject to all the terms and conditions of the Asset Purchase Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement or constitute a waiver or release by Assignor, the Equityholder, or Assignee of any Liabilities (as such term is defined in the Asset Purchase Agreement) imposed on such parties by the terms of the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

4. Headings. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

For: ASSIGNOR (THERMAL CARE, INC.)


Name: STEPHEN C. BURK
Title: PRESIDENT

For: ASSIGNEE (IPEG ACQUISITION CO.)

Name: _____
Title: _____

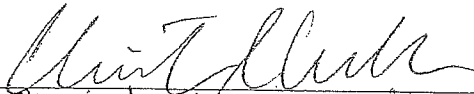
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

For: ASSIGNOR (THERMAL CARE, INC.)

Name: _____

Title: _____

For: ASSIGNEE (IPEG ACQUISITION CO.)


Name: Christopher S. Keller

Title: Chairman

SCHEDULE A

Trademark: THERMAL CARE
U.S. Registration No. 2,045,868
Registered: March 18, 1997

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