

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363062

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Thermal & Mechanical Equipment, LLC		12/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
TMEC Process Filtration, LLC		12/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TMEC Distribution, LLC		
<b>Street Address:</b>	301 Commerce Street, Suite 1600		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76102		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3637205	TMEC	
<b>Registration Number:</b>	4359246		
<b>Registration Number:</b>	4384773	SWITCH FILTRATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>	734-930-0121		
<b>Email:</b>	asujek@bodmanlaw.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek - Bodman PLC		
<b>Address Line 1:</b>	201 South Division, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>SIGNATURE:</b>	/Angela Alvarez Sujek/		
<b>DATE SIGNED:</b>	11/19/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "*Assignment*") is made effective as of December 23, 2013 (the "*Effective Date*"), by and among Thermal & Mechanical Equipment, LLC, a Delaware limited liability company ("*Seller*") and TMEC Process Filtration, LLC, a Delaware limited liability company ("*Process*", and together with Seller, the "*Assignors*"), each with an address at 1423 E. Richey Road, Houston, Texas 77073-3508, and TMEC Distribution, LLC, a Texas limited liability company ("*Assignee*"), with an address at 1423 E. Richey Road, Houston, Texas 77073-3508. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (defined below).

### RECITALS

**WHEREAS**, in connection with that certain Asset Purchase Agreement, dated as of even date herewith, (as amended from time to time, the "*Purchase Agreement*"), by and among Assignee, Seller and the other Persons set forth on the signature pages thereto, Assignors have agreed to convey, transfer, and deliver to Assignee all right, title and interest in and to the trademarks, tradenames, logos, and goodwill related to the business of Assignors, including the trademark registrations owned by Assignors that are listed on the attached Exhibit A (the "*Assigned Trademarks*");

**WHEREAS**, Assignors desire to assign all right, title and interest in the Assigned Trademarks to Assignors according to the terms of this Assignment; and

**WHEREAS**, Assignee desires to obtain all right, title and interest in the Assigned Trademarks according to the terms of this Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignors hereby sell, assign and transfer to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Assigned Trademarks, the goodwill of the business symbolized by the Assigned Trademarks, and the right to sue for, settle or release any past, present or future infringement of the Assigned Trademarks.

Section 2. Assistance. From time to time, as and when requested by any Assignee, Assignors shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment and the Purchase Agreement, including, in the case of Assignors, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee's expense, Assignors and their successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Assigned Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Assigned Trademarks.

Section 3. Counterparts. For the convenience of the parties hereto, this Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto may execute and deliver this Assignment by facsimile or electronic transmission (e.g., a PDF, photostatic, or otherwise) and the evidence of a signature found on the facsimile or electronic transmission will be deemed to be the original signature of such party hereto.

Section 4. Choice of Forum; Consent to Jurisdiction; Waiver of Jury Trial.

(a) This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the rules or principles of conflicts of law thereof. Any suit, action or Proceeding arising with respect to the validity, construction, enforcement or interpretation of this Assignment, and all issues relating in any matter hereto, shall be brought in the United States District Court for the Southern District of Texas located in Harris County, Texas, or in the event that federal jurisdiction does not pertain, in the state courts of the State of Texas, in Harris County. Each of the parties hereto hereby submits and consents to the jurisdiction of such courts for the purpose of any such suit, action or Proceeding and hereby irrevocably waives (a) any objection which any of them may now or hereafter have to the laying of venue in such courts, and (b) any claim that any such suit, action or Proceeding brought in any such court has been brought in an inconvenient forum.

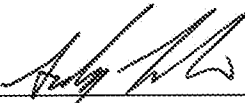
(b) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY PROCEEDING, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS ASSIGNMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY HERETO HEREBY FURTHER AGREES AND CONSENTS THAT ANY SUCH PROCEEDING, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES HERETO MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

\*\*\*\*\*

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date.

**ASSIGNEE:**

TMEC Distribution, LLC,  
a Texas limited liability company

By:   
\_\_\_\_\_  
Andrew D. Zacharias, Manager

**ASSIGNORS:**

Thermal & Mechanical Equipment, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Russell A. Braden, Chief Executive Officer

TMEC Process Filtration, LLC,  
a Delaware limited liability company

By: Thermal & Mechanical Equipment, LLC,  
its sole member

By: \_\_\_\_\_  
Russell A. Braden, Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date.

**ASSIGNEE:**

TMEC Distribution, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Andrew D. Zacharias, Manager

**ASSIGNORS:**

Thermal & Mechanical Equipment, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Russell A. Braden, Chief Executive Officer

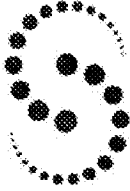
TMEC Process Filtration, LLC,  
a Delaware limited liability company

By: Thermal & Mechanical Equipment, LLC,  
its sole member

By: \_\_\_\_\_  
Russell A. Braden, Chief Executive Officer

**Exhibit A**

**Trademark Registrations**

<b>Owner of Record</b>	<b>Mark</b>	<b>Registration Number</b>
Thermal & Mechanical Equipment, LLC	TMEC and design	3,637,205
TMEC Process Filtration, LLC		4,359,246
TMEC Process Filtration, LLC	SWITCH FILTRATION	4,384,773