

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372631

| | | | |
|---|--|-----------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PSG Controls, Inc. | | 12/31/2015 | CORPORATION: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | International Refrigeration Products, Inc. | | |
| Street Address: | 700 Corporate Circle | | |
| City: | Toms River | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08755 | | |
| Entity Type: | CORPORATION: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1045330 | ACCUSTAT | |
| Registration Number: | 1197764 | | |
| Registration Number: | 2093054 | KWIK-THERM | |
| Registration Number: | 2112264 | HOTELSTAT | |
| Registration Number: | 4588124 | RADIANT | |
| Registration Number: | 4683702 | NEPRA | |
| Registration Number: | 4698211 | PSG | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2159814750 | | |
| <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: | 215-981-4252 | | |
| Email: | mconnells@pepperlaw.com, catalant@pepperlaw.com | | |
| Correspondent Name: | Sean P. McConnell | | |
| Address Line 1: | 3000 Two Logan Square | | |
| Address Line 2: | Eighteenth and Arch Streets | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103-2799 | | |
| ATTORNEY DOCKET NUMBER: | 131696.2 | | |
| NAME OF SUBMITTER: | Sean P. McConnell | | |

OP \$190.00 1045330

| | |
|---|---------------------|
| SIGNATURE: | /Sean P. McConnell/ |
| DATE SIGNED: | 02/10/2016 |
| Total Attachments: 3 source=PSG Controls to International Refrigeration - IP Assignment#page1.tif source=PSG Controls to International Refrigeration - IP Assignment#page2.tif source=PSG Controls to International Refrigeration - IP Assignment#page3.tif | |

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*IP Assignment*"), dated December 31, 2015, is entered into by and between PSG Controls, Inc., a Pennsylvania corporation ("*Assignor*"), and International Refrigeration Products, Inc., a Pennsylvania corporation ("*Assignee*").

BACKGROUND

Pursuant to that certain Agreement of Sale (the "*Sale Agreement*"), dated December 31, 2015, Assignor has agreed to sell, convey, transfer, and irrevocably assign and deliver to Assignee its entire right, title and interest in, to and under the Intellectual Property owned by Assignor that is set forth on Schedule 1 attached hereto (collectively, the "*Acquired Intellectual Property*").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignor hereby sells, conveys, transfers, and irrevocably assigns and delivers to Assignee, free and clear of all encumbrances, all of Assignor's right, title and interest in, to and under the Acquired Intellectual Property, including:

a. the trademarks, registered trademarks, and trademark applications set forth on Schedule 1, together with all goodwill symbolized thereby and associated therewith (collectively, the "*Trademarks*"), and further including any and all (i) renewal rights in respect of such Trademarks, (ii) rights to obtain registrations of such Trademarks in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name; and

b. the patents set forth on Schedule 1, (collectively, the "*Patents*"), and further including any and all (i) rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, (ii) rights to obtain patent or equivalent protection therein in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

FURTHER UNDERTAKINGS

2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Acquired Intellectual Property.

GENERAL

3. Entire Agreement. This IP Assignment and the Sale Agreement contain the entire agreement of the parties hereto with respect to the subject matter of this IP Assignment. No prior agreement or understanding pertaining to any such matter shall be effective.

4. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

5. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

6. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the Commonwealth of Pennsylvania applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the Commonwealth of Pennsylvania.

7. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Counterparts; Execution by Electronic Means. This IP Assignment may be executed in two (2) counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

IN WITNESS WHEREOF, each of the parties hereto have hereunto caused this IP Assignment to be duly executed on the date first above written.

ASSIGNOR:

PSG CONTROLS, INC.

By: Joseph A. Natoli

Name: JOSEPH A. NATOLI

ASSIGNOR:

INTERNATIONAL REFRIGERATION, INC.

By: Carmen D. Carosella v.p.

Name: CARMEN D. CAROSELLA

TRADEMARK

REEL: 005727 FRAME: 0909

SCHEDULE 1

Trademarks

| Country | Reg. No. /App. No. | Trademark |
|---------------|--------------------|----------------------------------|
| United States | RN: 1045330 | ACCUSTAT (Stylized) |
| United States | RN: 1197764 | Miscellaneous Design (Triangles) |
| United States | RN: 2093054 | KWIK-THERM |
| United States | RN: 2112264 | HOTELSTAT |
| United States | RN: 4588124 | RADIANT |
| United States | RN: 4683702 | NEPRA |
| United States | RN: 4698211 | PSG |
| Canada | AN: 1680056 | NEPRA |
| Canada | AN: 1680049 | RADIANT |
| Canada | AN: 1680041 | PSG |

Patents

| Country | Patent No. | Invention |
|---------------|-------------|--|
| United States | US4376928 A | Adjustable Temperature Sensor |
| United States | US5018875 A | Digital Thermometer with Pivotal Probe |