

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANOCOIL CORPORATION		03/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PA ACQUISITION HOLDCO, LLC		
Street Address:	55 Executive Drive		
City:	Hudson		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03051		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4452167	NU-VIO	
Registration Number:	4283551	VERTI	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-841-5737		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Priya Merrill, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	109764-0002-023		
NAME OF SUBMITTER:	Priya Merrill		
SIGNATURE:	/priya merrill/		
DATE SIGNED:	04/07/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “**Assignment**”) is made as of March 31, 2016 by ANOCOIL CORPORATION, a Delaware corporation, having a principal place of business at 60 East Main St. Rockville, CT (“**Assignor**”) to PA ACQUISITION HOLDCO, LLC, a Delaware limited liability company, having a principal place of business at 55 Executive Drive, Hudson NH 03051 (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of February 26, 2016 (the “**Agreement**”), and the Agreement provides for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Assignor owns the trademark applications and registered trademarks as set forth on Schedule I (collectively, the “**Assigned Marks**”); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor’s right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, subject to the terms and conditions of the Agreement the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Assigned Marks, together with the goodwill of the business and activities generated thereby, symbolized thereby and associated therewith, free and clear of all Encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. From and after the date hereof, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and take such other action, as may reasonably be necessary to give effect to the transactions contemplated by this Assignment.
3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Agreement. To the extent any provision of this Assignment conflicts with or is inconsistent with the terms of the Agreement, the Agreement shall control and govern.
4. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

5. This Assignment shall be governed by, and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws rules thereof.
6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of any other Assigned Marks.
7. This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

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

ANOCOIL CORPORATION

as Assignor

By: H.A. Fromson

Name: Howard A. Fromson

Title: Chairman and CEO

PA ACQUISITION HOLDCO, LLC

as Assignee

By: _____

Name: Paul Bamatter

Title: Vice President

[Signature Page to Trademarks Assignment]

TRADEMARK
REEL: 005767 FRAME: 0567

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

ANOCOIL CORPORATION
as Assignor

By: _____

Name:

Title:

PA ACQUISITION HOLDCO, LLC
as Assignee

By: _____

Name: Stanley Edme

Title: Vice President

[Signature Page to Trademarks Assignment]

TRADEMARK
REEL: 005767 FRAME: 0568

SCHEDULE I

1. Trademark: NU-VIO
Application #: 85/690,339
Application Date: July 30, 2012
Registration Number: 4,452,167
Registration Date: December 17, 2013
Publication Date: January 8, 2013
Status: Registered
Next Renewal: December 17, 2023

2. Trademark: VERTI
Application #: 85/314,291
Application Date: May 6, 2011
Registration Number: 4,283,551
Registration Date: January 29, 2013
Publication Date: October 11, 2011
Status: Registered
Next Renewal: January 29, 2023