

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392517

<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>
Fujikin of America, Inc.		07/18/2016	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carten-Fujikin Incorporated		
<b>Street Address:</b>	604 West Johnson Avenue		
<b>City:</b>	Cheshire		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06410		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2343867	CARTEN	
<b>Registration Number:</b>	1996504	CARTEN	
<b>Registration Number:</b>	1268873	CARTEN	
<b>Registration Number:</b>	4008873	CARTEN CONTROLS	
<b>Registration Number:</b>	4031096	CARTEN CONTROLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122025482		
<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>	2123327592		
<b>Email:</b>	rudi@balaw.us		
<b>Correspondent Name:</b>	Rudiger L. Breitenecker		
<b>Address Line 1:</b>	45 Rockefeller Plaza		
<b>Address Line 2:</b>	FL20		
<b>Address Line 4:</b>	New York, NEW YORK 10111		
<b>NAME OF SUBMITTER:</b>	Rudiger L. Breitenecker		
<b>SIGNATURE:</b>	/RLB/		
<b>DATE SIGNED:</b>	07/25/2016		
<b>Total Attachments: 2</b>			

OP \$140.00 2343867

source=160713 TM Assignment Agreement FOA to CFI EXECUTED#page1.tif

source=160713 TM Assignment Agreement FOA to CFI EXECUTED#page2.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This *Trademark Assignment* is effective as of July 18th, 2016, by and between Fujikin of America, Inc., a New Jersey corporation, having a place of business at 4677 Old Ironsides Drive, Suite 100, Santa Clara, California United States 95054 ("Assignor") and Carten-Fujikin Incorporated, a Delaware corporation, having a place of business at 604 West Johnson Avenue Cheshire, CT 06410 ("Assignee").

WHEREAS, Assignor has adopted, and is, to the best of its knowledge and belief, the owner of the following *trademarks*:

CARTEN®	U.S. Registration No. 2343867
CARTEN®	U.S. Registration No. 1996504
CARTEN®	U.S. Registration No. 1268873
CARTEN CONTROLS®	U.S. Registration No. 4008873
CARTEN CONTROLS®	U.S. Registration No. 4031096

and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "*Trademarks*").

WHEREAS, Assignor has acquired goodwill in the portion of the business associated with and symbolized by the *Trademarks* and has not abandoned same.

WHEREAS, Assignor desires to assign to Assignee all rights, title, and interest in and to the *Trademarks* owned by Assignor.

NOW THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor hereby conveys, sells, transfers and assigns to Assignee and to Assignee's successors, assigns and legal representatives, all of Assignor's rights, titles and interests throughout the world in and to the *Trademarks* and all the good will of that portion of Assignor's business and/or businesses symbolized by the *Trademarks*, together with (i) all income and royalties hereafter due or payable to Assignor with respect to the *Trademarks*, (ii) all damages and payments for past or future infringements and misappropriations of the *Trademarks*; and (iii) all rights to sue for past, present and future infringements or misappropriations of the *Trademarks*, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for *Trademarks* and/or service mark registrations within or outside the United States based in whole or in part upon the *Trademarks*, and including any priority right that may have arisen from Assignor's use of the *Trademarks* and/or prior ownership of the Registration).
2. Assignor warrants to and covenants with Assignee, and Assignee's successors, assigns and legal representatives, that Assignor has full right to convey the entire rights, titles and interests herein assigned by Assignor to Assignee, and that Assignor has not executed, and will not execute, any *agreements* which are inconsistent herewith. Assignor agrees to

execute any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee, and Assignee's successors, assigns and legal representatives, pursuant to this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR

ASSIGNEE

*Shigeru Itoi*

Name: Shigeru Itoi  
Title: Director

*M. Sasaoka*

Name: Mitsuru Sasaoka  
Title: President

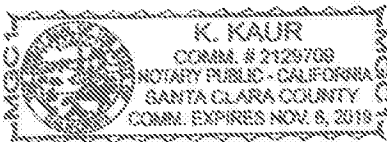
NOTARY PUBLIC

On July 19, 2016 [insert date] before me, SHIGERU ITOI, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature K. Kaur (Seal)  
State of California  
County of Santa Clara



NOTARY PUBLIC

On July 18, 2016 [insert date] before me, MITSURU SASAOKA, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Connecticut that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature J. DeAlessio Jr. (Seal)  
State of Connecticut  
County of New Haven, CT

JOHN J. DEALESSIO JR.  
NOTARY PUBLIC  
MY COMMISSION EXPIRES SEP. 30, 2009