

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MFRI, INC.		06/16/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDWESCO FILTER RESOURCES, INC.		
Street Address:	400 Battaile Drive		
City:	Winchester		
State/Country:	VIRGINIA		
Postal Code:	22601		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1014285	MIDWESCO	
CORRESPONDENCE DATA			
Fax Number:	3122512174		
<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:	312-368-4000		
Email:	peggy.mcbride@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US), Peggy L. McBride		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
NAME OF SUBMITTER:	Peggy L. McBride		
SIGNATURE:	/PLMcBride/		
DATE SIGNED:	09/13/2016		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF Trademarks (the "Assignment"), having an effective date of June 16, 2016 (the "Effective Date"), by and between MFRI, INC. of 7720 North Lehigh Avenue, Niles, Illinois, a Delaware corporation (the "Assignor") and MIDWESCO FILTER RESOURCES, INC. of 400 Battaile Drive Winchester, Virginia 22601, a Delaware corporation (the "Assignee").

RECITALS

A. Assignor is the owner of certain trademarks and/or trademark applications (referred to as the "Assigned Trademarks," defined below).

B. Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Assigned Trademarks from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademarks to Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" as used herein shall mean those trademarks listed in Appendix A attached hereto and made a part hereof, together with the goodwill associated with any of the foregoing.
2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby assigns and transfers to Assignee, its successors, and assigns Assignor's entire rights, title, and interest in and to the Assigned Trademarks.
3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Trademarks that may have accrued prior to the Effective Date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action, including any past damages incurred prior to this Assignment.
4. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (i) in the prosecution and maintenance of the Assigned Trademarks; (ii) in the prosecution or defense of any interference, opposition, cancellation, infringement, or other proceeding that may arise in connection with the Assigned

Trademarks; and (iii) in the implementation or perfection of this Assignment of Trademarks.

5. General Provisions.

5.1 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

5.2 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.3 Governing Law. This Assignment shall be governed by and construed in accordance with the trademark laws of the United States of America and with the internal laws of the State of Delaware.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

MFRI, INC., a Delaware
corporation

By: Bradley Mautner
Name: Bradley Mautner
Title: Chief Executive Officer

ASSIGNEE:

**MIDWESCO FILTER RESOURCES,
INC.**, a Delaware corporation

By: Bradley Mautner
Name: Bradley Mautner
Title: President

APPENDIX A

ASSIGNED TRADEMARKS

MARK	COUNTRY	FILING DATE	APP. SERIAL NUMBER	REG. NUMBER	REG. DATE
MIDWESCO	US	19-Sep-1973	73001408	1014285	24-Jun-1975