

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BW HVAC OPERATIONS, LLC		12/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ZEPHYR NEWCO, INC.		
Street Address:	802 West Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1252836	ACME	
Registration Number:	2102630	SNAPPY	
Registration Number:	4907011	S SNAPPY	
Registration Number:	4793197	COMFORT DISTRIBUTION PRODUCTS	
Registration Number:	4907010	SNAPPY	
Registration Number:	0731799	SNAPPY	
Registration Number:	4793198	SUPPORTING COMFORTABLE LIVING	
CORRESPONDENCE DATA			
Fax Number:	3143457600		
<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:	314-345-7000		
Email:	kbastunas@senniger.com		
Correspondent Name:	Senniger Powers LLP - Paul Fleischut		
Address Line 1:	100 North Broadway, 17th Floor		
Address Line 4:	St. Louis, MISSOURI 63102		
NAME OF SUBMITTER:	Paul I. J. Fleischut		
SIGNATURE:	/paul fleischut/		
DATE SIGNED:	01/06/2017		

OP \$190.00 1252836

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, effective as of December 15, 2016 (this "Assignment"), is made and entered into by and among BW HVAC Operations, LLC, a Delaware limited liability company (the "Assignor"), and Zephyr Newco, Inc., a Delaware corporation (the "Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party." Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement (as defined herein).

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks set forth in Exhibit A hereto (the "Marks"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 15, 2016 (the "Asset Purchase Agreement") by and among by and among Assignor, Assignee, Blue Wolf Capital Fund II, L.P., BW HVAC Holdings, LLC, and M&M Manufacturing, Inc., pursuant to which Assignor has agreed to sell, convey, assign, transfer, and deliver to Assignee, among other things, all of Assignors' right, title and interest in and to the Marks, together with all goodwill arising from or relating thereto, to Assignee, and Assignee has agreed to acquire same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made.

2. Unassignable Rights. To the extent any of the Marks cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Marks) unassignable Marks or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Marks. In the event any such unassignable Marks subsequently become assignable, Assignor shall promptly take all necessary action to assign such Marks to Assignee, upon request thereof by Assignee.

3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent

as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

4. Terms of the Purchase Agreement. The terms of the Asset Purchase Agreement, including but not limited to Assignor's and Assignee's representations, warranties, covenants, agreements and indemnities, shall survive the execution and delivery of this Assignment, and are incorporated herein by this reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern

5. Governing Law. This Assignment will be governed by and construed under the laws of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other law.

6. Execution of Trademark Assignment. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by email or electronic transmission shall constitute effective execution and delivery of this Assignment and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by email or other electronic means shall be deemed to be their original signatures for all purposes.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective on the date first written above.

ASSIGNEE:

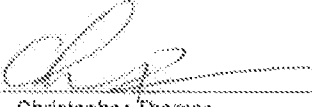
ZEPHYR NEWCO, INC.

By: *Eugene M. Toombs IV*
Name: Eugene M. Toombs IV
Title: Chief Executive Officer

[Signature Page 1 of 2 to Trademark Assignment Agreement]

ASSIGNOR:

BW HVAC OPERATIONS, LLC




By: 
Name: Christopher Thomas
Title: CEO

[Signature Page 2 of 2 to Trademark Assignment Agreement]

to write

EXHIBIT A

United States:

MARK	SERIAL NO	FILING DATE	REG. NO.	REG. DATE	OWNER (APPLICANT)	STATUS
	73314952	6/15/81	1252836	10/4/83	BW HVAC Operations, LLC	Registered
	75026901	11/24/95	2102630	10/7/97	BW HVAC Operations, LLC	Registered
	86315037	6/19/14	4907011	3/1/16	BW HVAC Operations, LLC	Registered
COMFORT DISTRIBUTION PRODUCTS	86348049	7/25/14	4793197	8/18/15	BW HVAC Operations, LLC	Registered
SNAPPY	86315028	6/19/2014	4907010	3/1/16	BW HVAC Operations, LLC	Registered
SNAPPY	72113568	2/13/61	731799	5/22/62	BW HVAC Operations, LLC	Registered
SUPPORTING COMFORTABLE LIVING	86348061	7/25/14	4793198	8/18/15	BW HVAC Operations, LLC	Registered