

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM421272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Coil Company		03/20/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Airxcel, Inc.		
Street Address:	3050 N. St. Francis		
City:	Wichita		
State/Country:	KANSAS		
Postal Code:	67219		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2666247	EUBANK	
CORRESPONDENCE DATA			
Fax Number:	2026375600		
<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:	2026375600		
Email:	DCPTOTrademarkMail@hoganlovells.com		
Correspondent Name:	Cameron Robinson of Hogan Lovells US LLP		
Address Line 1:	555 13th Street NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	043963.000004		
NAME OF SUBMITTER:	Cameron E. Robinson		
SIGNATURE:	/Cameron E. Robinson/		
DATE SIGNED:	03/27/2017		
Total Attachments: 8			
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TRADEMARK

REEL: 006020 FRAME: 0048

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**Agreement**”) is made as of March 20, 2017 (the “**Effective Date**”), by and between NATIONAL COIL COMPANY (the “**Assignor**”) and AIRXCEL, INC. (the “**Assignee**”).

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of March 18, 2017, pursuant to which, among other things, and subject to the terms and conditions thereof, (a) the Assignor has agreed to sell, assign, transfer, convey, and deliver all right, title and interest of the Assignor in, to and under the Transferred Intellectual Property to the Assignee, and (b) the Assignee has agreed to purchase, acquire and accept the Transferred Intellectual Property, upon the terms and subject to the conditions therein;

WHEREAS, the Transferred Intellectual Property, includes, without limitation, the Intellectual Property identified on the schedules to this Agreement; and

WHEREAS, contingent upon the occurrence of the Closing and subject to the terms and conditions of the Purchase Agreement, the Assignor and the Assignee are hereby effectuating the assignment, transfer, conveyance and delivery of all right, title and interest of the Assignor in, to and under the Transferred Intellectual Property.

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

1. Assignment and Acceptance. Effective as of, and contingent upon the occurrence of the Closing, the Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee all right, title and interest of the Assignor in, to and under the Transferred Intellectual Property. Effective at the Closing, the Assignee accepts such assignment of such Transferred Intellectual Property.

2. Transfer of Domain Names. In order to establish the Assignee’s ownership of domain names included in the Transferred Intellectual Property (the “**Transferred Domain Names**”), the Assignor shall transfer the Transferred Domain Names electronically to Assignee. Within fifteen (15) Business Days after the Closing, the Assignor shall execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Transferred Domain Names to the Assignee. A Transferred Domain Name will be deemed transferred when: (a) the domain name registrar for the Transferred Domain Name has confirmed the transfer in accordance with its procedures therefor; (b) the applicable WHOIS database identifies the Assignee as the registrant of the Transferred Domain Name; and (c) the Assignee has administrative and technical access to the Transferred Domain Name, and sole control over where the Transferred Domain Name points.

Until the transfer process is deemed complete (as set forth above), the Assignor shall take such other reasonable actions at the Assignee's request and the Assignor's expense as the Assignee may deem necessary or desirable in order to more effectively sell, assign, transfer, convey, and deliver to the Assignee, and to confirm the Assignee's title to, the Transferred Domain Names, and to assist the Assignee in exercising all rights with respect thereto.

3. Further Assurances. The Assignor shall, (a) execute and deliver, at the reasonable request of the Assignee, any documents, papers, forms, instruments, authorizations and assignments prepared by the Assignee that are reasonably necessary or desirable for securing, completing or vesting in the Assignee all right, title and interest of the Assignor in, to and under the Transferred Intellectual Property as set forth herein; (b) provide, at the reasonable request of the Assignee, evidence to support such assignment in the event such evidence is reasonably necessary and not otherwise available to the Assignee; and (c) take such other actions as the Assignee may reasonably deem necessary or desirable in order to sell, assign, transfer, convey, and deliver to the Assignee, and to confirm the Assignee's title to, such Transferred Intellectual Property, provided that the Assignee shall reimburse the Assignor for Assignor's reasonable out-of-pocket expenses incurred in connection therewith. The Assignee is hereby authorized to file, and shall be solely responsible for the filing of, all such instruments with the applicable Government Entity or recording offices, and shall pay all costs and expenses incurred in connection with the foregoing (including legalization costs, local counsel fees and recordation and filing fees). Except as otherwise expressly set forth herein, each Party hereto shall pay its own costs and expenses in connection with the execution and review of any such documents.

4. Conflicts. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the provisions of the Purchase Agreement. In the event of any conflict, ambiguity or inconsistency between any provision of this Agreement and any provision of the Purchase Agreement, the applicable provision of the Purchase Agreement shall be deemed to be controlling.

5. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of Texas applicable to Contracts to be wholly performed within the State of Texas without regard to the conflicts of Law provisions thereof to the extent they would result in the application of the Laws of another jurisdiction.

7. Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or other electronic transmission (including e-mail), each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be considered one and the same agreement.

8. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.


9. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first above written.

ASSIGNOR:

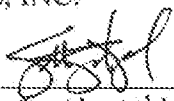
NATIONAL COIL COMPANY

By: 
Name: NICHOLAS V. HOPE
Title: VICE PRESIDENT

[Signature Page to Intellectual Property Assignment Agreement]

ASSIGNEE:

AIRXCEL, INC.

By: 
Name: Scott Spielvogel
Title: Vice President

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

PATENTS

U.S. Patent No.	U.S. Appl. No.	Title	Status	Current Assignee

SCHEDULE B

TRADEMARKS

Trademark	Country	Reg. Number	Status
EUBANK	United States of America	2,666,247	Registered

SCHEDULE C

DOMAIN NAMES

Eubankncc.com