

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437016

<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>
VI Acquisitions, LLC		06/30/2017	Limited Liability Company: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Weller Ice, LLC		
<b>Street Address:</b>	1000 W. Ormsby Avenue		
<b>Internal Address:</b>	Unit 19		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40210		
<b>Entity Type:</b>	Limited Liability Company: KENTUCKY		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0153746	VOGT	
<b>Registration Number:</b>	4387452	VOGT	
<b>Registration Number:</b>	0591150	TUBE-ICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025811087		
<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>	502-568-0225		
<b>Email:</b>	cstewart@fbtlaw.com		
<b>Correspondent Name:</b>	Cynthia L. Stewart		
<b>Address Line 1:</b>	400 W. Market Street		
<b>Address Line 2:</b>	32nd Floor		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Cynthia L. Stewart, Atty of Record KY		
<b>SIGNATURE:</b>	/Cynthia L. Stewart/		
<b>DATE SIGNED:</b>	07/28/2017		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of June 30, 2017 by and between VI Acquisitions, LLC a Kentucky limited liability company ("Assignor"), and Weller Ice, LLC, a Kentucky limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith, by and among Assignor, Assignee, and James T. Sims, Jr. (as the same may hereafter be modified, amended and/or amended and restated, as the case may be, from time to time in accordance with its terms, the "Asset Purchase Agreement");

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto (collectively, the "Trademarks"), together with the goodwill of the Business connected with and symbolized by the Trademarks;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the Business connected with and symbolized by the Trademarks; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Asset Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the Business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, the right to sue for past, present and future infringement of the Trademarks and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.

2. Recording. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the "PTO") or other governing authority, if necessary, and the parties hereby authorize the PTO or such other governing authority to record this Agreement.

3. Further Assurances. From time to time following the date hereof, and without any further consideration or other payment, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Assignee reasonably may request

in order to consummate, complete and carry out the transactions contemplated by this Agreement.

4. Appointment. Assignor hereby appoints Assignee as its attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Agreement and Assignee's rights in the Trademarks.

5. Asset Purchase Agreement. This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, agreements, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

6. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

7. Counterparts. This Agreement may be executed and delivered in multiple counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and agreement. A facsimile or "Portable Document Format" copy of a signature shall have the same force and effect as an original signature.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Kentucky.

**[Signature Page Follows]**

IN WITNESS WHEREOF, each party hereto hereby causes this Agreement to be duly executed as of the day and year first above written.

**ASSIGNOR**

VI ACQUISITIONS, LLC

By: James T. Sims, Jr.  
Name: James T. Sims, Jr.  
Title: Managing Member

STATE OF Kentucky )  
  ) )  
COUNTY OF Jefferson )

The foregoing instrument was subscribed and sworn to before me on this 28<sup>th</sup> day of June, 2017, by James T. Sims, Jr., who acknowledged the execution hereof to be his free act and deed.

My Commission expires: 4-20-2019  
Karen Ballard  
Notary Public

**ASSIGNEE**

Weller Ice, LLC

By: Vogt Investment, LLC, its sole Member

By: Weller Equity Management LLC, its Manager and sole Member

By: \_\_\_\_\_  
Kenneth S. Berryman, Manager

STATE OF \_\_\_\_\_ )  
  ) )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, who acknowledged the execution hereof to be his free act and deed.

My Commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, each party hereto hereby causes this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR

VI ACQUISITIONS, LLC

By: \_\_\_\_\_  
Name: James T. Sims, Jr.  
Title: Managing Member

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, who acknowledged the execution hereof to be his free act and deed.

My Commission expires: \_\_\_\_\_

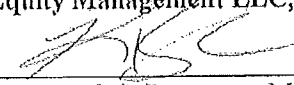
\_\_\_\_\_  
Notary Public

ASSIGNEE

Weller Ice, LLC

By: Vogt Investment, LLC, its sole Member

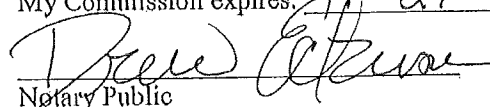
By: Weller Equity Management LLC, its Manager and sole Member

By:   
Kenneth S. Berryman, Manager

STATE OF Kentucky )  
  )  
COUNTY OF Jefferson )

The foregoing instrument was subscribed and sworn to before me on this 27<sup>th</sup> day of June, 2017, by Kenneth S. Berryman, who acknowledged the execution hereof to be his free act and deed.

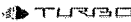


My Commission expires: 27-2019

  
Notary Public

[Signature Page to Trademark Assignment Agreement]

**Schedule A**

**Trademarks**

COUNTRY	MARK	REGISTRATION NO.	REGISTRANT
Australia	VOGT	518052	VOGT ICE LLC
Australia	VOGT	582325	VOGT ICE LLC
Benelux	VOGT	475567	Tube Ice, LLC
Canada	VOGT	TMDA32993	Vogt Ice, LLC
Canada	TURBO	TMA425984	Turbo Refrigeration, LLC
Canada	TUBE-ICE	TMA399239	Tube-Ice, LLC
China	VOGT	1165482	Tube Ice, LLC
China	TURBO	812498	VI Acquisitions, LLC
China	TUBE-ICE	3888247	Tube Ice, LLC
China	TURBO	18696530	VI Acquisitions, LLC
Germany	VOGT	1 177 953	Tube Ice, LLC
Hong Kong	VOGT	199802761	Tube-Ice, LLC
Indonesia	TUBE-ICE	401782	Tube Ice, LLC
Indonesia	VOGT	401787	Tube Ice, LLC
Italy	VOGT	560487	Tube Ice, LLC
Japan		4050430	TURBO REFRIGERATION, LLC
Japan	Vogt	1404930-1-1	Vogt Ice, LLC
Japan		994470	Vogt Ice, LLC
Korea		40-0242974	Turbo Refrigeration, LLC
Korea	VOGT	40-0207050-02	VI Acquisitions, LLC
Malaysia	VOGT	2013006743	VI Acquisitions, LLC
Mexico	TUBE-ICE	488692	TUBE ICE, LLC.
Mexico	TURBO	535360	TURBO REFRIGERATION, LLC
Mexico	VOGT	671545	TUBE ICE, LLC.
Singapore	VOGT	T8905840G	TUBE ICE, LLC.
Taiwan	VOGT	485255	TUBE ICE, LLC
U.S.	VOGT (STYLIZED)	153746	VI ACQUISITIONS, LLC
U.S.	VOGT	4387452	VI ACQUISITIONS, LLC
U.S.	TUBE-ICE (STYLIZED)	591150	VI ACQUISITIONS, LLC
U.S.	TURBO (STYLIZED)	743791	VI ACQUISITIONS-TEXAS, LTD (COMPOSED OF VI ACQUISITIONS-KENTUCKY, LLC)