

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438573

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LDM Products, Inc.	FORMERLY DBA Sub-Zero Engineering	08/04/2017	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	CHASE INDUSTRIES, INC.		
Street Address:	10021 Commerce Park Drive		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45246		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4450314	SUBZERO ENGINEERING	
Registration Number:	4523089	POLARXPRESS	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927000		
Email:	ip@fredlaw.com		
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. SIXTH STREET, SUITE 4000		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia A. Larson		
SIGNATURE:	/Patricia A. Larson/		
DATE SIGNED:	08/09/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is dated as of August 4, 2017, by and between LDM Products, Inc., a Utah corporation (“Assignor”), and Chase Industries, Inc., an Ohio corporation (“Assignee”). Assignor and Assignee, and the other parties named therein, are parties to that certain Stock and Asset Purchase and Contribution Agreement (the “Purchase Agreement”), dated as of even date herewith, pursuant to which Assignee will, among other things, purchase Assignor’s Intellectual Property, effective as of the Closing Date. All capitalized terms not otherwise defined in this IP Assignment will have their respective meanings set forth in the Purchase Agreement.

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to convey to Assignee all of Assignor’s rights, title and interests in and to all of Assignor’s Intellectual Property, including the Intellectual Property listed on Exhibit A attached hereto (collectively, the “Assigned IP Rights”).

AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns, transfers, and delivers to Assignee and its successors and assigns forever, without any restrictions, limitations, or reservations, all of Assignor’s right, title, and interest in and to the Intellectual Property, including the Assigned IP Rights, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment not been made, including (a) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (b) all associated goodwill, (c) all income, royalties, or payments now or hereafter due or payable with respect thereto, and (d) any and all rights corresponding thereto throughout the world, including rights, interests, claims, and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Intellectual Property, including the right to compromise, sue for, and collect such profits and damages, and Assignee does hereby accept assignment of the Intellectual Property from Assignor.

2. Terms of IP Assignment. Assignor and Assignee hereby agree and acknowledge that this IP Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement and does not create any additional representations or warranties or alter or amend any of the representations or warranties contained in the Purchase Agreement, nor shall this IP Assignment impair or diminish any of the rights or obligations of the parties to the Purchase Agreement, as set forth therein. In the event of any irreconcilable inconsistency between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.

3. Recordation. This IP Assignment has been executed and delivered by Assignor with the intention of recording the assignment herein, as applicable, with the U.S. Patent and

Trademark Office, the State of Utah Secretary of State, the State of Ohio Secretary of State and any other similar governmental authorities throughout the United States and the world, and Assignee shall have the right to record this IP Assignment with any applicable governmental authority so as to perfect its ownership of the Intellectual Property, including the Assigned IP Rights.

4. Further Assurances. Assignor covenants and agrees, at its own expense, to execute and to deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request from time to time to more effectively consummate the transfers and assignments contemplated by this IP Assignment, and to take such other action as Assignee may reasonably request of Assignor from time to time, to perfect or record the right or title of Assignee to the Intellectual Property transferred hereby.

5. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this IP Assignment.

6. Dispute Resolution. Any dispute arising out of or relating to the negotiation, execution, delivery, interpretation, performance, non-performance or enforcement of this IP Assignment will be governed by the Purchase Agreement.

7. Assignment. This IP Assignment shall be binding upon and shall inure to the benefit of Assignee, Assignor, and each of their respective successors and permitted assigns. Neither Assignee nor Assignor may assign its rights or obligations hereunder without the prior written consent of the other party, which such consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Notwithstanding the foregoing, Assignee may assign and/or license this IP Assignment (a) in connection with any permitted transfer of the Purchase Agreement, (b) in whole or in part to its Affiliates, (c) in connection with a merger or consolidation involving Assignee, in connection with a sale of substantially all of the equity or assets of Assignee, or in connection with another disposition of substantially all of the Purchased Assets, or (d) to any of its lenders as collateral security; *provided, however*, that no such assignment shall limit Assignee's obligations hereunder.

8. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or signed documents delivered by email or other electronic means shall be deemed to be original signed documents for all purposes hereunder.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment Agreement as of the date and year first above written.

ASSIGNOR:

LDM PRODUCTS, INC.

By: 

Name: Larry Mainers

Title: Secretary

ASSIGNEE:

CHASE INDUSTRIES, INC.

By: _____

Name: Jeffrey Stark

Title: President

[Signature Page to Intellectual Property Assignment Agreement]

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ASSIGNOR:

LDM PRODUCTS, INC.

By: _____
Name: Larry Mainers
Title: Secretary

ASSIGNEE:

CHASE INDUSTRIES, INC.

By:  _____
Name: Jeffrey Stark
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006126 FRAME: 0228

EXHIBIT A
Assigned IP Rights

See attached.

Patents:

1.

Applicant: LDM Products, Inc.
Assignee: LDM Products, Inc.
Country: USA
Application No.: 14/203,068
Patent No.: US 9,055,695 B2
Patent Title: Retractable Computer Rack Aisle Roof
Inventors: Larry D. Mainers; Mark J. Goyen; and Vincent M. Lake¹
Filing Date: Mar. 10, 2014
Issue Date: Jun. 9, 2015

2.

Applicant: LDM Products, Inc.
Assignee: LDM Products, Inc.
Country: Canada
International Application No.: PCT/US2010/056081
International Publication Number: WO 2011/057297 A1
Patent Title: Retractable Computer Rack Aisle Roof
Inventors: Larry D. Mainers; Mark J. Goyen; and Vince Lake²
International Filing Date: Nov. 9, 2010
International Publication Date: May 12, 2011

3.

Applicant: LDM Products, Inc.
Assignee: LDM Products, Inc.
Country: USA
Application No.: 12/942,016
Patent No.: US 8,701,737 B2
Patent Title: Retractable Computer Rack Aisle Roof
Inventors: Larry D. Mainers; Mark A. Goyen; and Vincent Michael Lake
Filing Date: Nov. 8, 2010
Issue Date: April 22, 2014

¹ On August 2, 2017 a Certificate of Correction was filed regarding patent No. US 9,055,695 B2 to change an inventor name from Mark J. Goyen to Mark A. Goyen.

² On August 2, 2017 a Certificate of Correction was filed regarding patent No. US 9,055,695 B2 to change an inventor name from Mark J. Goyen to Mark A. Goyen.

Trademarks:

1. POLARXPRESS (Reg. No. 4523089)
2. SUBZERO ENGINEERING (Reg. No. 4450314)

Service Marks: None

Trade Names: Subzero Engineering

Copyrights: None

Email Addresses: The email addresses ending in @subzeroeng.com

Social Media:

SOCIAL MEDIA SITE	URL
Facebook	https://www.facebook.com/subzeroeng/
Instagram	https://www.instagram.com/subzeroeng/
Twitter	https://twitter.com/subzeroeng
Google +	https://plus.google.com/109960585243862146301
Youtube	https://www.youtube.com/user/subzeroeng
LinkedIn	https://www.linkedin.com/company-beta/2158195/

Domain Names:

Please note that all of the domain names registered to Larry Mainers were assigned to LDM prior to Closing.