

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM443910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taylor-Wharton International LLC		07/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Taylor-Wharton Malaysia Sdn. Bhd.		
Street Address:	Lot PT 5073, Hicom Industrial Estate		
City:	Shah Alam		
State/Country:	MALAYSIA		
Entity Type:	Corporation: MALAYSIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3986922	NOVO	
Registration Number:	2197016	TAYLOR-WHARTON	
Registration Number:	4337392		
Registration Number:	0307759	TW	
Registration Number:	1239170	TW	
CORRESPONDENCE DATA			
Fax Number:	6123325300		
<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:	6123325300		
Email:	mmorris@merchantgould.com		
Correspondent Name:	Scott W. Johnston		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	17408.0007US01		
NAME OF SUBMITTER:	Scott W. Johnston		
SIGNATURE:	/SWJ/		
DATE SIGNED:	09/21/2017		
Total Attachments: 11			
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Intellectual Property Assignment

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made effective as of July 28, 2017 (the "Effective Date") by and between TWI Liquidating Trust, successor-in-interest to Taylor-Wharton Cryogenics LLC and Taylor-Wharton International LLC, ("Assignor"), and Taylor-Wharton Malaysia Sdn. Bhd., a corporation organized and existing under the laws of Malaysia, with its principal offices located at Lot PT 5073, Hicom Industrial Estate, Shah Alam, Malaysia ("Assignee"). Capitalized terms used but not defined in this Assignment shall have the meaning set forth in the License Agreement.

WHEREAS, pursuant to a License Agreement effective February 17, 2016 between Taylor-Wharton Cryogenics LLC and Taylor-Wharton International LLC and Assignee (the "License Agreement"), Taylor-Wharton Cryogenics LLC and Taylor-Wharton International LLC licensed the CryoIndustrial and CryoLNG Businesses Proprietary Rights, defined in the License Agreement as the Subject Technology and the Subject Trademarks, to Assignee;

WHEREAS the CryoIndustrial and CryoLNG Businesses Proprietary Rights shall mean for purposes of this Agreement: (1) the Subject Technology licensed under the License Agreement, namely all inventions, patented or unpatented, all improvements, patented or unpatented, all technical information, knowledge, data and practices, research and development reports, operating manuals, procedures, processes and all other trade secrets and know-how owned by Taylor-Wharton Cryogenics LLC and Taylor-Wharton International LLC and used by Assignee just prior to the License Agreement, when Assignee was a subsidiary of Taylor-Wharton Cryogenics LLC and Taylor-Wharton International LLC, in the CryoIndustrial and CryoLNG businesses, including without limitation, the registered patents, whether currently in force or abandoned but still in use, set forth on **Schedule 1** attached hereto and incorporated herein by reference; (2) the Subject Trademarks, namely all trademarks, service marks, and trade-names, including, but not limited to, the name "Taylor-Wharton" or derivatives thereof, owned by Taylor-Wharton Cryogenics LLC and Taylor-Wharton International LLC and used by Assignee just prior to the License Agreement, when Assignee was a subsidiary of Taylor-Wharton Cryogenics LLC and Taylor-Wharton International LLC, in the CryoIndustrial and CryoLNG businesses, including without limitation, the registered marks, whether currently in force or abandoned but still in use, set forth on **Schedule 1** attached hereto and incorporated herein by reference.

WHEREAS, in and pursuant to the Agreement, Assignor agreed to sell, convey, assign, transfer, and deliver to Assignee, as successor-in-interest to Taylor-Wharton Cryogenics LLC and Taylor-Wharton International LLC, all rights, title, and interest in and to the CryoIndustrial and CryoLNG Businesses Proprietary Rights;

WHEREAS, under this Assignment, Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee all rights, title, and interest in and to the CryoIndustrial and CryoLNG Businesses Proprietary Rights and all goodwill associated therewith, including, without limitation, the CryoIndustrial and CryoLNG Businesses' Proprietary Rights identified in **Schedule 1** to this Assignment and all goodwill associated therewith, the internet domain names on **Schedule 2** and registration rights, rights in Internet web sites or protocol addresses, uniform resource locators, related security passwords or codes, and copies and tangible embodiments of the foregoing (in whatever form or medium) and any good will associated therewith (collectively, "Domain Names") and all books, records, files, reviews, data, reports, all technical information, data and practices, research and development reports, operating manuals, procedures, processes and all other trade secrets (including such books and records that are contained in computerized storage media) in each case related exclusively or primarily to the CryoIndustrial and CryoLNG Businesses Proprietary Rights (the "Assigned Books and Records" and collectively with all assets in this paragraph, the "Assigned Proprietary Rights");

WHEREAS, Assignee, as Licensee under the License Agreement, hereby agrees by this writing that Assignor may assign the Assigned Proprietary Rights to Assignee hereunder, and Assignor may assign the License Agreement, including without limitation all of Assignor's rights, interest and, obligations under the License Agreement, to Assignee; and

NOW, THEREFORE, in consideration of the execution of this Assignment and payment to Assignor of an amount of \$50,000, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor quitclaim sells, assigns, conveys, transfers, and sets over to Assignee, without representation or warranty, and Assignee purchases, acquires, and receives from Assignor, all rights, title and interest in and to the Assigned Proprietary Rights and all goodwill associated therewith, all of them to be held and enjoyed by Assignee, its successors, heirs, and assigns on and as of the Effective Date.

2. Assignor and Assignee agree that, as of the Effective Date, Assignee shall solely and exclusively own and hold, and Assignor hereby assigns to Assignee, all rights, title and interest in and to the Assigned Proprietary Rights, and all goodwill associated therewith, and any part, component, aspect, element and right thereof, including, without limitation, the right to, directly or indirectly exercise, exploit, grant rights and license to or under, assign, transfer, convey, commercialize, improve, protect, enforce, or otherwise enjoy any and all rights and benefits encompassed by or resulting from any and all of the Assigned Proprietary Rights, all in Assignee's sole discretion, including, but not limited to, the exploitation, licensing out, assignment, transfer, conveyance, commercialization, enjoyment, and exercise of any economic and non-economic rights, and the development and ownership of any derivative works and technology in any way covered by, embodying, using, utilizing or based on the Assigned Proprietary Rights and/or any part, component, aspect, element and right thereof. Assignor does not and shall not retain, whether expressly, by implication, estoppel or otherwise, any right, title, or interest in and to any or all of the Assigned Proprietary Rights, or any part, component, aspect, element or right therein or thereof. For the avoidance of doubt, Assignee shall solely and exclusively have the right and be entitled, in its sole discretion, in and/or under the laws of any country and jurisdiction, to (i) initiate and/or continue any action, suit, litigation, arbitration or other proceeding of any kind, and seek, enforce, and benefit from any right, remedy and/or award, in connection with the Assigned Proprietary Rights, or any infringement, theft or violation thereof, whether such rights, remedies or infringement are based on any acts, omission or conduct prior to, on, or after the Effective Date, and (ii) file, continue, discontinue, prosecute, or abandon any patent application and any application for registration of any Assigned Proprietary Rights, and (iii) obtain, maintain, abandon, cancel, or let expire any patent and registration of any Assigned Proprietary Rights. Assignor does not and shall not have any obligation to account for, report, share, pay, or otherwise provide or deliver, and Assignee is not and shall not be entitled to any or all of, any revenue, payment, royalty, award, or other benefit that Assignee receives or is entitled to for or in connection with any Assigned Proprietary Rights, other than the consideration for the assignment thereof expressly stated in the Agreement.

3. If and to the extent requested by Assignee at Assignee's sole cost and expense, Assignor shall cause, and hereby authorizes, the United States Patent and Trademark Office, and any other patent office, trademark office, copyright office, and similar or comparable agency, office, register, or registrar in any country or jurisdiction to record Assignee as the sole and exclusive owner of any application, patent and/or registration covering the Assigned Proprietary Rights, and to issue any patent, registration, certificate, document or process in such country or jurisdiction, or issue process, presently pending or existing in the future, for any such application, patent and/or registration in the name and for the benefit of Assignee only.

6. Upon execution of this Assignment, Assignee shall assume all obligations related to the Assigned Books and Records for ownership, management, storage, and preservation. Further, Assignee shall assume all obligations to process access to the Assigned Books and Records to any parties permitted under the License Agreements (as defined herein). Further, for a period of twenty-four (24) months after the Effective Date, or for such period as may be required by Applicable Law, whichever is longer, the Assignee shall afford to the Assignor and any required representatives thereof such access to the Assigned Books and Records which, after the Effective Date, are in the custody or control of Assignee and which Assignor reasonably requires for any reasonable business purpose not inconsistent with this Agreement, including in order to comply with its obligations under Applicable Law or in relation to any Tax, accounting or litigation matters, or which Assignor reasonably requires to comply with its obligations under this Assignment.

7. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful agent and attorney-in-fact, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns, to demand, receive and collect any and all of the Assigned Proprietary Rights and to give receipts and releases for and in respect of the same, and from time to time to institute and prosecute in Assignor's name, or otherwise for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee or its successors or assigns may deem proper for the collection or recovery of any of the Assigned Proprietary Rights or for the collection and enforcement of any claim or right of any kind regarding the Assigned Proprietary Rights hereby sold, assigned, conveyed and transferred, or intended so to be, and to take any other actions and make, sign, execute, acknowledge and deliver any documents and instruments as may from time to time be necessary or appropriate to assign to Assignee and its successors and assigns the Assigned Proprietary Rights granted to Assignee under the Agreement. Assignor declares that the foregoing powers are coupled with an interest and are and will be irrevocable by Assignor or by its dissolution or in any manner or for any reason whatsoever. Nothing in this paragraph will be deemed a waiver of any remedies otherwise available.

8. Should any section, or portion thereof, of this Assignment be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of Assignor and Assignee as set forth herein as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Assignment shall not otherwise be affected. This Assignment shall be binding upon Assignor and all of Assignor's successors and assigns, and shall be binding upon and inure to the benefit of Assignee and its successors and assigns.

9. This Assignment is subject to, and shall not be deemed to limit, alter, impair, defeat, enhance or enlarge any right, obligation, claim or remedy created by, the Agreement, including any and all of its schedules and exhibits, and in the event of any conflict between the Agreement and this Assignment, the Agreement shall prevail.

10. Assignor further assigns to the Assignee the License Agreement, that certain License Agreement between Assignor and Taylor-Wharton (Beijing) Cryogenic Equipment Co., Ltd.; that certain License Agreement between Assignor and Auguste Cryogenics SK s. r. o. and that certain Co-Existence and License Agreement between Assignor and Worthington Cryogenics, LLC (collectively, the "License Agreements") including without limitation all of Assignor's rights, duties, interest and, obligations under the License Agreements, to Assignee. Assignee hereby assumes all of Assignor's rights, duties, interest and, obligations under the License Agreements, Assignee acknowledges and agrees that Assignor shall have no further rights, duties, interest or obligations under the License Agreements.

11. Any failure by either party to enforce or require strict performance by the other party of any term or condition of this Agreement shall not constitute a waiver by said party of a breach of any term or condition hereof and shall not affect or impair any term or condition in any way nor the right of said party at any time to avail itself of any remedy it may have for any breach thereof.

12. In the event that any term or provision hereof or the application thereof to persons or circumstances shall to any extent be invalid or unenforceable, then the remainder of this Agreement shall not be affected hereby and each term or provision hereof shall be valid and enforced to the fullest extent permitted by law.

13. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same instrument.

14. Each of the parties hereto agrees to execute all such further instruments and documents and to take all such further action as the other party may reasonable require to effectuate the terms and purposes of this Agreement.

15. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between them relating to the subject matter hereof and any revisions, modifications, additions or deletions hereto shall be in writing duly executed by both parties.

16. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Delaware, United States.

[Signature page follows]

Assignor and Assignee have executed this Assignment, each through its authorized representative, to be effective retroactively as of the Effective Date.

Assignor:

TWI Liquidating Trust

Assignee:

TAYLOR-WHARTON MALAYSIA SDN. BHD.




Name: _____
Title: _____
Date: _____

Roland Wright
Name: Roland Wright
Title: COO
Date: July 22, 2017






Schedule 1

The Assigned Proprietary Rights include, but are not limited to, the following patent and trademark applications and registrations:

TITLE	TM CLASS / Annuit y Yr.	COUNTR Y	SERIAL NO. FILING DATE	REGISTRATIO N NO. ISSUED DATE EXPIRY DATE
PATENTS				
Cryogenic Tank with Internal Heath Exchanger and Fail-Closed Valve	n/a	US	62/190824 10-Jul-2015	
Cryogenic Vessel with an Ullage Space Venturi Assembly	n/a	US	10/671762 26-SEP-2003	7,131,277 07-NOV-2006 Abandoned 12/2014
CROYGENIC VESSEL WITH AN ULLAGE SPACE VENTURI ASSEMBLY	3	US	10671762 26-SEP-2003	6904758 14-JUN-2005 09/26/2023
DRY CRYOGENIC SHIPPING CONTAINER	2	US	11/257,936 25-OCT- 2005	7299650 27-NOV-2007 10/25/2025
EXTERNAL PRESSURE BUILDING CIRCUIT FOR RAPID DISCHARGE CRYOGENIC LIQUID CYLINDER	0	US	09/484,092 18-JAN-2000	6276143 B1 21-AUG-2001 01/18/2020
Foot Valve for Submergable Pumps	0	US	61935743 04-FEB-2014	
METHOD OF USING DRY CRYOGENIC SHIPPING CONTAINER	2	US	11/977,597 25-Oct-2005	7581407 B1 1-SEP-2009 10/25/2025
OVER-PRESSURIZATION PROTECTION FOR CRYOGENIC VESSEL	3	US	10742968 22-DEC-2003	7028489 18-APR-2006 12/22/2023
PRESSURE CONTROL DEVICE FOR CRYOGENIC LIQUID VESSEL	2	US	10/754,756 9-JAN-2004	7073339 11-JUL-2006 01/09/2024
PRESSURE MANAGEMENT SYSTEM FOR LIQUIFIED NATURAL GAS VEHICLE FUEL TANKS	2	US	1095012024 -SEP-2004	71143423- OCT- 200609/24/24 ABANDONED 01/06/2013

PRESSURIZED LIQUID NATURAL GAS FILING SYSTEM AND ASSOCIATED METHOD	3	US	10754783 09-Jan-04	6901973 7-JUN-2005 01/09/2024
TEMPERATURE CONTROL SYSTEM FOR LIQUID NITROGEN REFRIGERATOR	n/a	US	07/972904 6-NOV-1992	5309722 10-MAY-1994 11/06/2012
TRADEMARKS				
CRYOINDUSTRIAL by Taylor-Wharton™	6, 11, 25	US		
CRYOINDUSTRIAL by Taylor-Wharton™ & Design 	6, 11, 25	US		
CRYOLNG by Taylor-Wharton™	6, 11, 25	US		
CRYOLNG by Taylor-Wharton™ & Design 	6, 11, 25	US		
EASYCARB®	7	US	754635447- APR-1998	24338536- MAR-2001
EasvCARB & Design® 	7	US	75463543 7-APR-1998	2416181 26-DEC-2000

Frost Line by Taylor-Wharton®	16	US	85410359 30-AUG-2011	4309840 26-Mar-2013
KEEPFUL®	9	US	76369394 11-FEB-2002	2757239 08/26/2003 Abandoned 04/03/2010
POLARSTREAM®	11	US	72124150 17-JUL-1961	734165 10-JUL-1962 Abandoned

TITLE	TM CLASS	COUNTRY	SERIAL NO. FILING DATE	REGISTRATION NO. ISSUE DATE
TRADEMARKS				
NOVO®	9	US	85027249 30-APR-2010	3986922 28-JUN-2011
TAYLOR-WHARTON®		INDONESIA	311843 08-FEB-1992	IDM000053923 08-FEB-1992
TAYLOR-WHARTON®	6	US	75190755 31-OCT-1996	2197016 20-OCT-1998
TW (Logo image) 	6, 11, 16	US	85598630 16-APR-2012	4337392 21-May-2013
TW & DESIGN 	6	US	71338761 10-JUN-1933	307759 31-OCT-1933
TW & DESIGN 	6	US	73354524 15-MAR-1982	1239170 24-MAY-1983
TW & Design 	6	INDONESIA	312448 08-FEB-1992	IDM000053751 08-FEB-1992
TW LOGO 	6, 11	MALAYSIA	91001448 (6) 08-MAR-1991 201306244 (11) 19-Nov-2013	91001448 (6) 06-OCT-2005

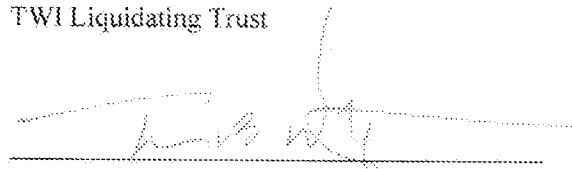
Schedule 2

buytwi.com<<http://buytwi.com>>
taylor-wharton.cn<<http://taylor-wharton.cn>>
taylor-wharton.com<<http://taylor-wharton.com>>
taylorwharton.com<<http://taylorwharton.com>>
taylorwharton.com.cn<<http://taylorwharton.com.cn>>
taylorwharton.de<<http://taylorwharton.de>>
taylorwhartonb2b.com<<http://taylorwhartonb2b.com>>
tw-slovakia.sk

Assignor and Assignee have executed this Assignment, each through its authorized representative, to be effective retroactively as of the Effective Date.

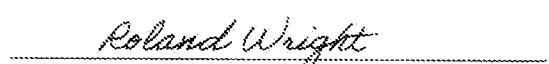
Assignor:

TWI Liquidating Trust


Name: Thomas B. Schvitz
Title: Trustee
Date: 7/24/17

Assignee:

TAYLOR-WHARTON MALAYSIA SDN. BHD.


Name: Roland Wright
Title: COO
Date: July 22, 2017