

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUVATA ESPOO OY		05/12/2017	Company: FINLAND
RECEIVING PARTY DATA			
Name:	LUVATA FRANKLIN, INC.		
Street Address:	4720 BOWLING GREEN ROAD		
City:	FRANKLIN		
State/Country:	KENTUCKY		
Postal Code:	42134		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3911692	UNILLOY	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	716-848-1391		
Email:	ddovi@hodgsonruss.com		
Correspondent Name:	Hodgson Russ LLP		
Address Line 1:	c/o Daniel F. Dovi		
Address Line 2:	140 Pearl Street, Suite 100		
Address Line 4:	BUFFALO, NEW YORK 14202		
NAME OF SUBMITTER:	Daniel F. Dovi		
SIGNATURE:	/Daniel F. Dovi/		
DATE SIGNED:	10/10/2017		
Total Attachments: 5			
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OP \$40.00 3911692

IPR ASSIGNMENT AGREEMENT

This IPR ASSIGNMENT AGREEMENT (the "Agreement") is dated as of MAY 12th, 2017 (the "Effective Date"), by and between Luvata Espoo Oy, a Finnish company, with an address at Vaisalantie 2, 02130, P.O. Box 78, FI-02101 Espoo, Finland, ("Transferor") and Luvata Franklin, Inc., a Delaware corporation with an address at 4720 Bowling Green Road, Franklin, KY 42134 ("Transferee").

WHEREAS, the Transferor owns the trademarks and service marks that are included in Exhibit A (the "Marks") including, without limitation, all applications and registrations therefor; and

WHEREAS, the Transferor owns the patents and patent applications that are included in Exhibit B (the "Patents");

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Transferor and Transferee hereby agree as follows:

1. Assignment.

1.1 Transferor hereby assigns, transfers, conveys, sets over, and delivers unto Transferee and Transferee's successors and assigns all worldwide right, title and interest in and to the Marks and Patents, including but not limited to the following:

(a) (i) the Patents and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof; (ii) all rights of any kind whatsoever of a Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (iii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (iv) the right to sue for all past, present, and future infringements, misappropriations, and other violations of the Patents and to recover damages and other amounts related thereto; and

(b) (i) all of Transferor's right, title, and interest in and to the Marks, together with the goodwill of the business connected with the use thereof and symbolized thereby; (ii) the right to apply for and obtain registrations for the Marks and all rights of renewal and extensions thereof, including, without limitation, all rights under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties related to the Marks; (iii) all common-law rights related to the Marks; and (iv) the right to sue for all past, present, and future infringements, dilutions, and other violations of the Marks and to recover damages and other amounts related thereto.

2. Further Assurances.

2.1 The Transferor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect, record, perfect, and complete the assignment of the Marks and Patents made in this Agreement, including without limitation any action or documents that may be necessary to protect, secure and vest

ownership and good and marketable title in and to the Marks and Patents in Transferee (or Transferee's successors and assigns, as applicable).

3. No Derogation or Dilution. Transferor will not challenge the validity of this Agreement or of any of the Marks and Patents nor assist or aid others in doing so, or do anything in derogation or dilution of any of the Marks and Patents.

4. General

4.1 Successors and Assigns. This Agreement binds upon and inures to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

4.2 Amendment; Waiver. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver will be effective unless set forth in a written instrument duly executed by the waiving party.

4.3 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimiles or other electronic copies of signatures will be deemed to be originals.

4.4 Governing Law; Dispute Resolution. This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of New York, United States of America.

4.5 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision will be excluded from this Agreement and the balance of the Agreement will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms.

4.6 Entire Agreement. This Agreement represents the complete and exclusive statement of the agreements between the parties relating to the subject matter of this Agreement and supersedes all prior agreements, proposals, representations and other communications, as well as contemporaneous oral communications, relating to the subject matter of this Agreement. This Agreement can be modified only by a written amendment duly signed by the authorized representatives of all parties.

[Signature page follows]

EXHIBIT A

Marks

MARK	COUNTRY	REG. NO.	REG. DATE
UNILLOY	USA	3911692	01/25/2011

EXHIBIT B*Patents*

COUNTRY	APPL./REG. NO.	APPL./REG. DATE	TITLE
Brazil	112012000607-0	7/8/2010	Copper Alloy for Heat Exchanger Tube
Brazil	BR1120120124919	11/24/2010	Copper Alloys and Heat Exchanger Tubes
Canada	2,767,242	9/27/2016	Copper Alloy for Heat Exchanger Tube
Canada	2,781,621	11/24/2010	Copper Alloys and Heat Exchanger Tubes
China	201080031914.4	7/8/2010	Copper Alloy for Heat Exchanger Tube
China	201610245307.7	11/24/2010	Copper Alloys and Heat Exchanger Tubes
EPO	10797826.4	7/8/2010	Copper Alloy for Heat Exchanger Tube
EPO	10833894.8	11/24/2010	Copper Alloys and Heat Exchanger Tubes
Hong Kong	12107809.2	7/8/2010	Copper Alloy for Heat Exchanger Tube
Hong Kong	16109464.0	11/24/2010	Copper Alloys and Heat Exchanger Tubes
India	82/DELNP/2012	7/8/2010	Copper Alloy for Heat Exchanger Tube
India	4788/DELNP/2012	11/24/2010	Copper Alloys and Heat Exchanger Tubes
Japan	6087982	2/10/2017	Copper Alloy for Heat Exchanger Tube
Malaysia	PI2011006325	7/8/2010	Copper Alloy for Heat Exchanger Tube
Malaysia	PI2012002247	11/24/2010	Copper Alloys and Heat Exchanger Tubes
Malaysia	PI 2016001705	11/24/2010	Copper Alloys and Heat Exchanger Tubes
Mexico	340861	7/8/2010	Copper Alloy for Heat Exchanger Tube
Mexico	MX/a/2014/013747	11/11/2014	Copper Alloys and Heat Exchanger Tubes
Mexico	327755	11/24/2010	Copper Alloys and Heat Exchanger Tubes
South Korea	10-2012-7016215	11/24/2010	Copper Alloys and Heat Exchanger Tubes
Thailand	1201000073	7/8/2010	Copper Alloy for Heat Exchanger Tube
Thailand	1201002413	11/24/2010	Copper Alloys and Heat Exchanger Tubes
U.S.A.	15/248,399	8/26/2016	Copper Alloy for Heat Exchanger Tube
U.S.A.	13/913,915	6/10/2013	Copper Alloys and Heat Exchanger Tubes
U.S.A.	8,470,100	11/24/2010	Copper Alloys and Heat Exchanger Tubes