

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OSRAM SYLVANIA INC.		10/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TUTCO, LLC		
Street Address:	500 Gould Drive		
City:	Cookeville		
State/Country:	TENNESSEE		
Postal Code:	38506		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3639251	SUREHEAT	
Registration Number:	2547933	SUREHEAT	
CORRESPONDENCE DATA			
Fax Number:	2077911350		
<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:	207-791-1100		
Email:	trademark@pierceatwood.com		
Correspondent Name:	Pierce Atwood LLP		
Address Line 1:	254 Commercial Street		
Address Line 4:	Portland, MAINE 04101		
ATTORNEY DOCKET NUMBER:	34814/8546		
NAME OF SUBMITTER:	Jonathan M. Gelchinsky		
SIGNATURE:	/Jonathan M. Gelchinsky/		
DATE SIGNED:	11/06/2017		
Total Attachments: 7			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “Assignment”) is dated as of October 31, 2017 between OSRAM SYLVANIA INC., a Delaware corporation (the “Assignor”) and TUTCO, LLC, a Pennsylvania limited liability company (the “Assignee”).

RECITALS

WHEREAS, the Assignor owns the entire right, title and interest in and to the trademark registrations and common law trademarks listed on Exhibit A hereto (the “Assigned Trademarks”);

WHEREAS, the Assignee desires to acquire the Assigned Trademarks; and

WHEREAS, the parties have entered into a certain Asset Purchase Agreement, dated as of August 23, 2017, pursuant to which the Assignor has conveyed, transferred and assigned to the Assignee among other assets, certain intellectual property assets of the Assignor, including without limitation the Assigned Trademarks (the “Asset Purchase Agreement”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, and sets over to the Assignee, its successors and assigns, the Assignor’s entire right, title and interest in and to each Assigned Trademark; any goodwill associated with or symbolized by each Assigned Trademark; and all rights of any kind accruing under or associated with the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world and any and all claims and causes of action with respect to the foregoing, whether accruing before, on or after the date hereof, including any claims for damage, restitutions and injunctive and other legal and equitable relief for past, present and future infringement, violation, misuse, breach or default.

2. Assignor hereby sells, assigns, transfers, and sets over to the Assignee, its successors and assigns, any and all claims and causes of action with respect to any of the Assigned Trademarks, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Assignor hereby sells, assigns, transfers, and sets over to the Assignee, its successors and assigns, all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to the Assigned Trademarks.

4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States or the personnel of other appropriate bodies to record this

Assignment of each Assigned Trademark to the Assignee, its successors and assigns, in accordance with the terms of this Assignment.

5. Assignor agrees to execute and notarize any further documents or take any further actions required to effect the intent of Sections 1-4 and to perfect Assignee's or Assignee's successors' and assigns' ownership of the Assigned Trademarks. Assignee will bear any expenses related to the recordation of the Assigned Trademarks.

6. This Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

7. Assignor hereby irrevocably designates and appoints (which designation and appointment is coupled with an interest) Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

8. This Assignment will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns.

9. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

10. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No amendment, supplement, modification or waiver of this Assignment shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance is not affected in any manner materially adverse to a party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a reasonably acceptable manner.

12. This Assignment shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Delaware (without reference to its choice of law provisions).

[Remainder of Page Intentionally Left Blank]

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed effective as of the date above first written.

ASSIGNOR:

OSRAM SYLVANIA INC.

By: W. G. Wright
Name: W. G. Wright
Title: CEO

By: Michael Fliege
Name: Michael Fliege
Title: CFO

ASSIGNEE:

TUTCO, LLC

By: _____
Name:
Title:

[Signature Page to Assignment of Trademarks]

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed effective as of the date above first written.

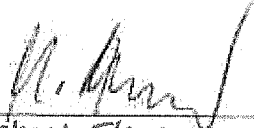
ASSIGNOR:

OSRAM SYLVANIA INC.

By:

Name: W. G. Wright
Title: CEO

By:


Name: Michael Flieger
Title: CFO

ASSIGNEE:

TUTCO, LLC

By:

Name: _____
Title: _____

[Signature Page to Assignment of Trademarks]

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed effective as of the date above first written.

ASSIGNOR:

OSRAM SYLVANIA INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

ASSIGNEE:

TUTCO, LLC

By: _____

Patrick Henry
Name: PATRICK HENRY

Title: TREASURER

[Signature Page to Assignment of Trademarks]

Exhibit A

Trademarks

- SKORPION
- SERPENTINE
- SUREHEAT

Internal file number	Trademark	Registration date	Registration number	Class(es)	Country	Workflow status
1999W97103 CA	SUREHEAT	5/29/2002	TMA562781	11	Canada	Registered
1999W97103 MX	SUREHEAT	9/23/1999	624516	011	Mexico	Registered
1999W97103 US01	SUREHEAT	6/16/2009	3639251	11	USA	Registered (Word mark)

- Cancelled Sureheat Mark

1999W97103 US	SUREHEAT	3/12/2002	2547933	011	USA	Cancelled (Typed Drawing)
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