

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Technologies Holdings Corp.		11/30/2017	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Therma-Stor LLC		
Street Address:	4201 Lien Road		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53704		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3552414	AQUADRY	
Registration Number:	3552413	AQUADRY SYSTEMS	
Registration Number:	3135158	AQUADRY SYSTEMS "DRYING REDEFINED"	
Registration Number:	3023370	FILTER-VENT AIR PURIFYING VENTILATOR	
Registration Number:	3852657	HI-E DRY	
Registration Number:	2355199	HI - E DRY	
Registration Number:	3049399	HI-E DRY VEHERE	
Registration Number:	3027598		
Serial Number:	87427827		
Serial Number:	78457458	PHOENIX AXIAL AIR MOVER	
Serial Number:	87384267	PHOENIX GUARDIAN	
Registration Number:	2341267	PHOENIX GUARDIAN HEPA SYSTEM	
Registration Number:	2418806	PHOENIX HIGH-CAPACITY DEHUMIDIFIER	
Registration Number:	3357630	PHOENIX QUICK CHAMBER	
Serial Number:	87454130	QUEST	
Registration Number:	4070659	SANTA FE	
Registration Number:	4070661	SANTA · FE	
Registration Number:	3057267	SANTA FE HC ULTRA EFFICIENT DEHUMIDIFIER	
Registration Number:	2578412	SANTA FE ULTRA EFFICIENT DEHUMIDIFIER	

CH \$615.00 3552414

Property Type	Number	Word Mark
Registration Number:	1114867	THERMA-STOR
Registration Number:	4473346	ULTRA AIRE
Serial Number:	78457375	WITH FOCUS FILTRATION
Serial Number:	78457552	WITH FOCUS TECHNOLOGY
Registration Number:	3034844	WITH FOCUS TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: 2146614899
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.
Phone: 214.953.6500
Email: daltmdept@bakerbotts.com
Correspondent Name: Elizabeth K. Rucki, Baker Botts L.L.P.
Address Line 1: 2001 Ross Avenue
Address Line 2: Suite 700
Address Line 4: Dallas, TEXAS 75201-2980

ATTORNEY DOCKET NUMBER:	076263.0770
NAME OF SUBMITTER:	Elizabeth K. Rucki
SIGNATURE:	/Elizabeth K. Rucki/
DATE SIGNED:	01/19/2018

Total Attachments: 12
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this “**Agreement**”), dated as of November 30, 2017, is entered into by and among Therma-Stor LLC, a Delaware limited liability company having a business mailing address at 4201 Lien Road, Madison, Wisconsin 53704 (“**Assignee**”), on the one hand, and Technologies Holdings Corp., a Nevada corporation having a business mailing address at 4201 Lien Road, Madison, Wisconsin 53704 (“**THC**”) and Therma-Stor LLC, a Nevada limited liability company having a business mailing address at 4201 Lien Road, Madison, Wisconsin 53704 (“**Seller**” and THC, each an “**Assignor**” and collectively “**Assignors**”), on the other hand. Capitalized terms used but not defined herein shall have their respective meanings as set forth in the APA (as defined below).

BACKGROUND

WHEREAS, the Assignors are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**APA**”), pursuant to which Seller has agreed to sell to Assignee, and Assignee has agreed to purchase from Seller, substantially all of Seller’s assets used in the Business;

WHEREAS, Assignors are the exclusive owners of the assets set forth on Exhibit A attached hereto;

WHEREAS, the APA contemplates execution of this Agreement; and

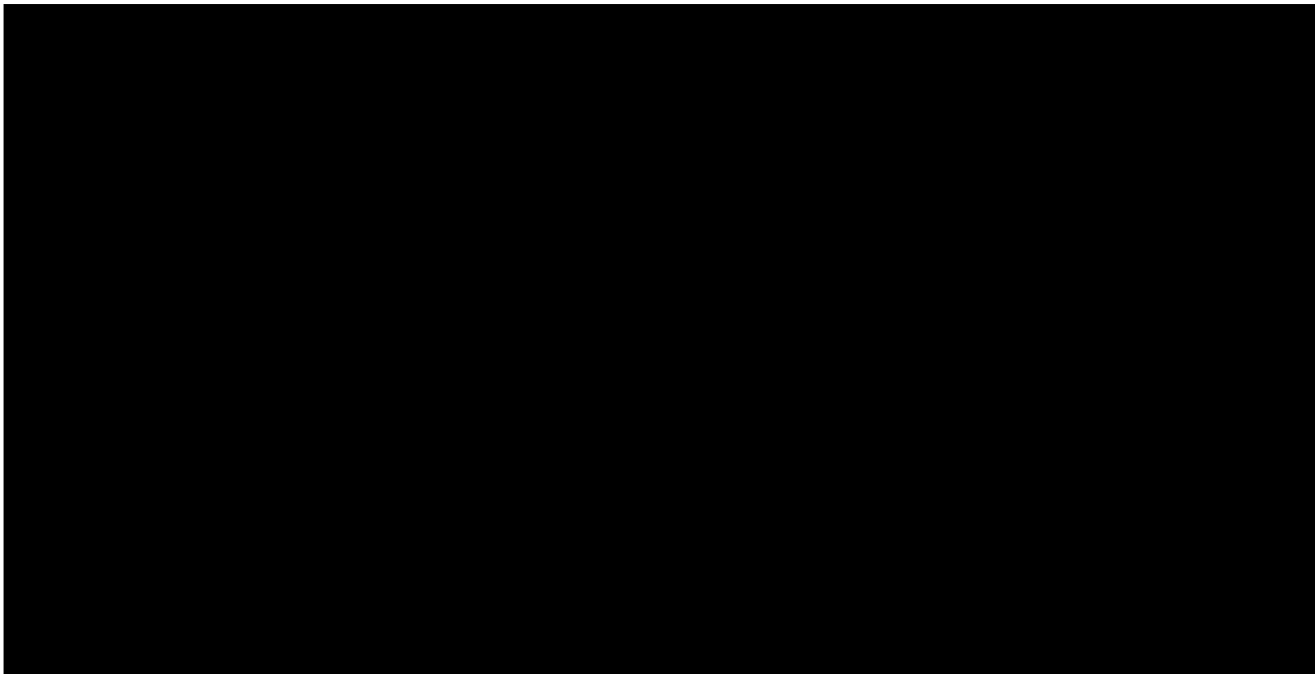
WHEREAS, Assignors desire to transfer to Assignee, and Assignee desires to receive from Assignors, exclusive ownership of the IP Assets, including all intellectual property rights therein and thereto, and all goodwill associated therewith.

NOW THEREFORE, in consideration of the mutual promises provided herein, the APA, and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

- 1. ASSIGNMENT.** Assignors hereby irrevocably and unconditionally grant, sell, convey, transfer and assign to Assignee (a) all worldwide right, title, and interest in and to all (i) copyrights used or held for use in the operation of the Business as conducted in the past or at present or as expected to be conducted in the future (including all common law rights and applications and registrations for the foregoing, including, without limitation, the applications and registrations set forth on Exhibit A), (ii) patent rights used or held for use in the operation of the Business as conducted in the past or at present or as expected to be conducted in the future, including, without limitation, the applications and issued patents set forth on Exhibit A, and all future patents that may issue from such patent rights throughout the world, all divisionals, continuations in whole or in part, reexaminations, reissues, substitutions or extensions of any of the foregoing, all foreign counterparts to any of the foregoing, and the right to claim priority to the same), (iii) trademark, trade name, and service mark rights, in each case used or held for use in the operation of the Business as conducted in the past or at present or as expected to be conducted in the future (including all common law rights and applications and registrations for the foregoing, including, without limitation, the

applications and registrations set forth on Exhibit A, and the right to claim priority to the same and all renewals thereof), together with the goodwill of the Business symbolized by and associated with the foregoing, (iv) all other intellectual property used or held for use in the operation of the Business as conducted in the past or at present or as expected to be conducted in the future (subsections (i) through (iv) collectively, the “**IP Assets**”), and (v) all other proprietary or intellectual property rights of any kind or nature throughout the world, in all cases that pertain to or that are embodied by or in any of the IP Assets or are used or held for use in the operation of the Business as conducted in the past or at present or as expected to be conducted in the future (collectively, the “**Intellectual Property Rights**”), and (b) all worldwide rights to income, royalties, and license fees deriving from the IP Assets and/or Intellectual Property Rights, all claims for damages by reason of past, present and future infringement or misappropriation of the IP Assets and/or Intellectual Property Rights or injury to the goodwill associated with the Intellectual Property Rights, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Agreement had not been made.

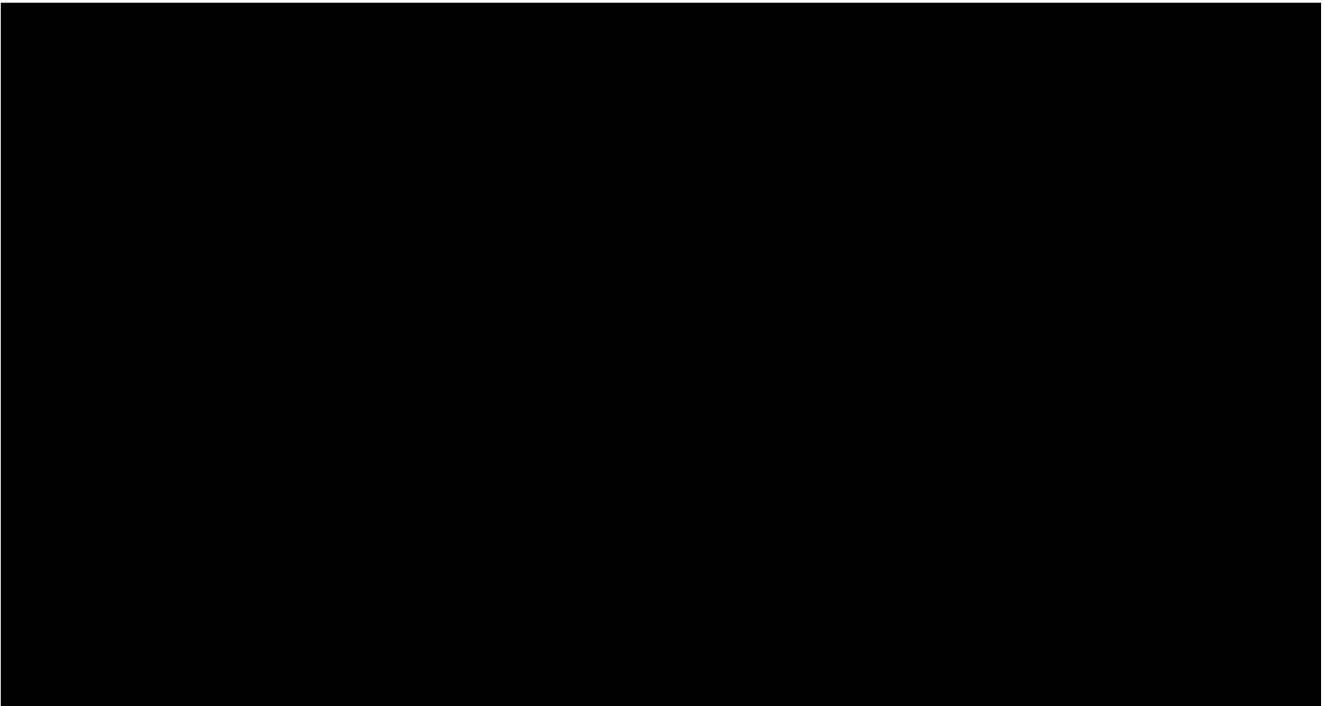


3. ASSISTANCE. From time to time hereafter, and without further consideration, Assignors and their respective successors and permitted assigns covenant and agree that Assignors and their respective successors and permitted assigns shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer and take such additional action as Assignee may reasonably request to effect, consummate, confirm or evidence the transfer to Assignee, its successors and assigns all of the IP Assets and Intellectual Property Rights in accordance with the foregoing, including, without limitation, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignors, testifying in

any legal proceedings, signing lawful papers and making all lawful oaths at Assignors' expense, and generally doing everything that is reasonable to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights and otherwise in the carrying out of the intentions and purposes of this Agreement. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of an Assignor on a document necessary to perfect the transfer or assignment of the IP Assets or the Intellectual Property Rights, such Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by such Assignor.

4. RECORDATION. Assignors authorize the U.S. Commissioner for Patents and the U.S. Commissioner for Trademarks at the U.S. Patent and Trademark Office (the "PTO") and any other governmental officials of any patent or trademark office worldwide to record and register this Agreement (or a redacted version thereof) upon request by Assignee.

5. PAYMENT.



6. GENERAL.

6.1 Expenses. Assignors, jointly and severally, shall pay all costs and expenses incurred by Assignors or Seller on their behalf in connection with this Agreement, including fees and expenses of its financial consultants, accountants and counsel. Assignee shall pay all costs and expenses incurred by Assignee or on its behalf in connection with this Agreement, including fees and expenses of its financial consultants, accountants and counsel.

6.2 Exclusive Agreement. This Agreement (including the Exhibit hereto) and the APA constitutes the sole understanding of the parties with respect to the subject matter hereof. In the

event of a conflict between a term or condition of this Agreement and a term or condition of the APA with respect to the subject matter hereof, the term or condition of this Agreement shall control.

6.3 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware applicable to agreements made and to be performed wholly within such jurisdiction, without regard to principles of conflicts of laws. Each of the parties hereby irrevocably and unconditionally (a) consents to submit to the exclusive jurisdiction of the courts of the State of Delaware and the United States located in the County of New Castle for any Action arising out of or relating to this Agreement (and agrees not to commence any Action relating thereto except in such courts), (b) waives and agrees not to plead or claim in any such court that any Action brought in any such court that any such Action brought in any such court has been brought in an inconvenient forum, and (c) waives any and all right to trial by jury in any Action arising out of or related to this Agreement or events contemplated hereby or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party.

6.4 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned or delegated by an Assignor without the prior written consent of Assignee, and any attempted assignment by an Assignor without such consent shall be null and void. No permitted assignment by an Assignor shall relieve such Assignor of its obligations hereunder. Assignee may assign its rights or delegate its responsibilities, liabilities and obligations under this Agreement, in whole or in part, without the consent of Assignors.

6.5 Severability. (a) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any adverse manner to any party and (b) 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 Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the Transactions are fulfilled to the greatest extent possible.

6.6 Notices. Any notice, request, instruction or other document to be given hereunder by any party to any other party shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile transmission, by overnight courier or by registered or certified mail, postage prepaid:

(i) If to any Assignor, to:

Therma-Stor LLC, as Representative
c/o J.P. Kotts & Co, Inc.
3737 Willowick Road
Houston, Texas 77019
Telecopy: (713) 395-1343

with a copy to:

Baker Botts LLP

2001 Ross Avenue
Dallas, Texas 75201
Attention: Grant Everett
Telecopy: (214) 661-4637

(ii) If to Assignee, to:

Therma-Stor LLC
4201 Lien Road
Madison, WI 53704
Attention: Chief Financial Officer
Telecopy: (608) 222-1447

with a copy to:

Therma-Stor Holdings LLC
500 W. Madison, Suite 3890
Chicago, Illinois 60661
Attention: Chief Executive Officer
Telecopy: (312) 277-0163

or such other address as such party may give to the other parties by notice pursuant to this Section 6.6. Notice shall be deemed given on (a) the date such notice is personally delivered, (b) three (3) days after the mailing if sent by certified or registered mail, (c) the date of scheduled delivery if sent by overnight courier, or (d) the date such notice is transmitted by facsimile, if such transmission is prior to 5:00 p.m. central time on a business day, or the next succeeding business day if such transmission is otherwise.

6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered and released to the other. The parties may rely upon copies of this Agreement which are delivered by facsimile or other electronic transmission (including electronic mail of a .pdf file) as if such copies were originals.

6.8 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement has been drafted and negotiated by all parties, the language set forth herein shall be deemed to be the language of all parties and no rule of strict construction shall be applied against any party. Any drafts of this Agreement prior to the final fully executed draft shall not be used for purposes of interpreting any provision of this Agreement, and each of the parties agrees that no party hereto shall make any claim, assert any defense or otherwise take any position inconsistent with the foregoing in connection with any dispute or Action among any of the foregoing or for any other purpose.


6.9 Amendments. This Agreement may not be amended except by an instrument in writing signed by Assignee and the Representative.

[Remainder of Page Intentionally Blank]

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first written above.

Technologies Holdings Corp., a Nevada corporation
(Assignor)

By: 
Name: William C. Coe
Title: Director

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first written above.

THERMA-STOR LLC, a Nevada limited liability company
(Assignor)

By: _____

Name: William C. Coe

Title: Manager

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Therma-Stor LLC, a Delaware limited liability company
(Assignee)

Signature:  _____

Name: Aaron Van Getson

Title: Vice President and Assistant Secretary

Date: _____

Exhibit A

IP Assets

Note: ** indicates “To be assigned to Assignee at Closing”

Copyrights

Copyright	Jurisdiction	Application Number	Registration Number	Registration Date	Expiration Date	Owner
Sherpa	United States	1-5110714201	TX 8-373-893	5/26/17	Life of Author plus 70 years.	Therma-Stor LLC**

Trademarks

Trademark	Jurisdiction	Application Number	Registration Number	Registration Date mm/dd/yyyy	Expiration Date ¹ mm/dd/yyyy	Owner
AQUADRY	Canada	1390894	752494	11/6/2009	11/06/2024	Technologies Holdings Corp.**
AQUADRY	United States	76682807	3552414	12/30/2008	12/30/2018	Technologies Holdings Corp.**
AQUADRY SYSTEMS	United States	76682806	3552413	12/30/2008	12/30/2018	Technologies Holdings Corp.**
AQUADRY SYSTEMS	Canada	1390893	752493	11/6/2009	11/06/2024	Technologies Holdings Corp.**
AQUADRY SYSTEMS “DRYING REDFINED” & Design	United States	78570095	3135158	8/29/2006	Expired	Technologies Holdings Corp.**
FILTER-VENT AIR PURIFYING VENTILATOR & DESIGN	United States	78457886	3023370	12/6/2005	Expired	Technologies Holdings Corp.**
HI-E DRY	United States	77882943	3852657	9/28/2010	09/28/2020	Technologies Holdings Corp.**
HI-E DRY	United States	75749765	2355199	6/6/2000	Cancelled	Technologies Holdings Corp.**
HI-E DRY VEHERE & Design	United States	78457405	3049399	1/24/2006	01/26/2026	Technologies Holdings Corp.**
MISC. DESIGN (Phoenix)	United States	78457489	3027598	12/13/2005	12/13/2025	Technologies Holdings Corp.**

¹ Expiration Date indicates either a Renewal deadline or a Declaration of Use deadline.

MISC. DESIGN (Phoenix)	United States	87427827	Pending	Pending		Technologies Holdings Corp.**
PHOENIX AXIAL AIR MOVER	United States	78457458	Abandoned	Abandoned		Bou-Matic Technologies Corp.** ²
PHOENIX GUARDIAN	United States	87384267	Pending	Pending		Technologies Holdings Corp.**
PHOENIX GUARDIAN HEPA SYSTEM & Design	United States	75728369	2341267	4/11/2000	04/11/2020	Technologies Holdings Corp.**
PHOENIX HIGH-CAPACITY DEHUMIDIFIER & Design	United States	75723477	2418806	1/9/2001	01/09/2021	Technologies Holdings Corp.**
PHOENIX QUICK CHAMBER	United States	78817579	3357630	12/18/2007	12/18/2017	Technologies Holdings Corp.**
QUEST & Design	Australia	1888008	Pending	Pending		Technologies Holdings Corp.**
QUEST & Design	Canada	1868218	Pending	Pending		Technologies Holdings Corp.**
QUEST & Design	United Kingdom	3271824	Pending	Pending		Technologies Holdings Corp.**
QUEST & Design	United States	87454130	Pending	Pending		Technologies Holdings Corp.**
SANTA FE	Canada	1555493	890830	11/26/2014	11/26/2029	Technologies Holdings Corp.**
SANTA FE	European Union	010446292	010446292	4/11/2012	11/25/2021	Technologies Holdings Corp.**
SANTA FE	Israel	242281	242281	10/2/2013	11/23/2021	Technologies Holdings Corp.**
SANTA FE	United States	85316706	4070659	12/13/2011	12/31/2021	Technologies Holdings Corp.**
SANTA FE & Design	Canada	1555494	892257	12/15/2014	12/15/2029	Technologies Holdings Corp.**
SANTA FE & Design	European Union	010446334	010446334	4/11/2012	11/25/2021	Technologies Holdings Corp.**
SANTA FE & Design	Israel	242282	242282	10/2/2013	11/23/2021	Technologies Holdings Corp.**
SANTA FE & Design	United States	85316711	4070661	12/13/2011	12/13/2021	Technologies Holdings Corp.**
SANTE FE HC	United	78457415	3057267	2/7/2006	Expired	Technologies

² Bou-Matic changed its name to Technologies Holdings Corp. This name change is in the process of being recorded against all the trademark assets that are currently in the name of Bou-Matic Technologies Corporation.

ULTRA EFFICIENT DEHUMIDIFIER & Design	States					Holdings Corp.**
SANTA FE ULTRA EFFICIENT DEHUMIDIFIER & Design	United States	76297367	2578412	6/11/2002	Expired	Technologies Holdings Corp.**
THERMA-STOR	Benelux	633981	0363289	6/20/1980	12/17/2019	Bou-Matic Technologies Corp. ^{2,3**}
THERMA-STOR	Brazil	820185353	820185353	10/13/1999	10/13/2019	Technologies Holdings Corp. ^{3**}
THERMA-STOR	France	180746	1570244	11/20/2009	01/03/2020	Technologies Holdings Corp. ^{3**}
THERMA-STOR	United Kingdom	1134847	1134847	6/5/1980	05/05/2021	Technologies Holdings Corp. ^{3**}
THERMA-STOR	United States	73163574	1114867	3/13/1979	03/13/2019	Technologies Holdings Corp. ^{4**}
ULTRA AIRE & Design	United States	85608131	4473346	1/28/2014	01/28/2020	Technologies Holdings Corp.**
WITH FOCUS FILTRATION	United States	78457375	Abandoned	Abandoned		Bou-Matic Technologies Corp. ^{2**}
WITH FOCUS FILTRATION & Design	Canada	1232755	Abandoned	Abandoned		Bou-Matic Technologies Corp. ^{2**}
WITH FOCUS TECHNOLOGY	United States	78457552	Abandoned	Abandoned		Bou-Matic Technologies Corp. ^{2**}
WITH FOCUS TECHNOLOGY & Design	Canada	1233257	719607	7/28/2008	07/28/2023	Bou-Matic Technologies Corp. ^{2**}
WITH FOCUS TECHNOLOGY & Design	United States	78457535	3034844	12/27/2005	12/27/2025	Technologies Holdings Corp.**

Patents

Patent	Jurisdiction	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date	Owner
System and Method for Heating a Pipeline Using Heated Lines	United States	14/626686	2/19/2015	9,810,448	11/7/2017		Technologies Holdings Corp.**
Portable Heating System and Method for Pest Control	United States	15/399819	1/6/2017	9,807,994	11/7/2017		Technologies Holdings Corp.**

³These trademark assets are the subject of a Release of Security of Interest in the name of Bank of America, N.A., formerly, La Salle Business Credit, in trademarks. At this time, it is unconfirmed as to whether or not the original Trademark Security Agreement or the Release of Security Interest in trademarks has been recorded with any foreign trademark offices.

⁴This trademark asset is the subject of an unreleased security interest in the name of Wells Fargo, dated May 2, 2001. This asset was purchased out of bankruptcy proceedings in 2002, pursuant to which it was acquired free and clear of all liens and claims.