

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E & B Giftware, LLC		12/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Valeo Industrial Technologies LLC		
Street Address:	c/o Ringers Technologies LLC, 8846 N. Sam Houston Parkway West		
Internal Address:	Suite 110		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77064		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5111383	RED HOT	
Registration Number:	5043525	THERMA TEK	
Serial Number:	86981817	THERMA GEAR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jason.mueller@arlaw.com		
Correspondent Name:	Jason P. Mueller		
Address Line 1:	701 Poydras		
Address Line 2:	Suite 4500		
Address Line 4:	New Orleans, LOUISIANA 70117		
ATTORNEY DOCKET NUMBER:	27128-3		
NAME OF SUBMITTER:	Jason P. Mueller		
SIGNATURE:	/Jason P. Mueller/		
DATE SIGNED:	02/01/2018		
Total Attachments: 4			
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DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT (hereinafter the "Deed of Assignment") is made on the 22nd day of December, 2017.

BETWEEN

EB BRANDS HOLDINGS, INC., a corporation organized under the laws of the State of Delaware, United States, E&B EXERCISE, LLC, a limited liability company organized under the laws of the State of Delaware, United States, and E&B GIFTWARE, LLC, a limited liability company organized under the laws of the State of Delaware, United States (hereinafter, collectively, "Assignor," which expression shall include all assigns, affiliates, subsidiaries, related companies, licensees and any other successors-in-title to these entities), of the ONE PART;

AND



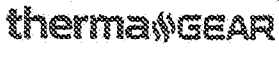
VALEO INDUSTRIAL TECHNOLOGIES LLC, a Delaware limited liability company located at c/o Ringers Technologies LLC, 8846 N. Sam Houston Parkway West, Suite 110, Houston, Texas 77064, United States (hereinafter "Assignee") of the SECOND PART.

Assignee and the Assignor are referred to herein collectively as the "Parties" and individually as a "Party."

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, IT IS HEREBY AGREED

1. ASSIGNMENT

For and in consideration of a sum of USD 1.00 and the mutual promises and covenants of the Parties under this Deed of Assignment, the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor hereby transfers, conveys, and assigns unto the Assignee:

- (i) all rights, title, interests, and benefits owned by Assignor throughout the world in and to the marks REDHOT, RED HOT, , THERMATEK, THERMA TEK, , THERMAGEAR, THERMA GEAR, and  (collectively, the "Marks"), including but not limited to the applications and registrations for the Marks identified in Appendix A ("Trademark Records"), together with all goodwill associated with the Marks and the business conducted and goods/services provided under the Marks; and
- (ii) all rights of recovery of Assignor which are associated with the Marks and Trademark Records;

(iii) all rights of Assignor to initiate, prosecute, and defend legal, administrative, or quasi-judicial proceedings involving any of the Trademark Records, including without limitation opposition, infringement, cancellation, and rectification proceedings.

2. AUTHORIZATION

Assignor authorizes and requests that all relevant trademark offices record Assignee as the assignee and owner of Assignor's rights in the Trademark Records.

3. QUITCLAIM DISCLAIMERS

Assignee acknowledges that this Deed of Assignment is made strictly on an AS-IS basis and conveys only those rights, title, interests, and benefits owned by Assignor. Assignor makes no representation or warranty of any kind, including without limitation, ownership, good title, validity, non-abandonment or non-infringement, and disclaims any implied or statutory warranties of merchantability, fitness for a particular purpose, or those arising from course of performance, dealing, usage or trade.

4. SCOPE OF DEED OF ASSIGNMENT

The Parties acknowledge that this Deed of Assignment governs the Parties' rights and obligations only with respect to the Marks and Trademarks Records. All other agreements and understandings between the Parties are not controlled by the terms of this Deed of Assignment, and in the event of conflict, such other agreements and understandings shall control.

IN WITNESS WHEREOF, Assignor, acting by and through Daniel F. Dooley as the permanent receiver of Assignor, and Assignee have executed this instrument effective as of the date first set forth above.

ASSIGNOR:

By: Daniel F. Dooley, 50% Receiver
Name: Daniel F. Dooley
Designation: Permanent Receiver
EB BRANDS HOLDINGS, INC.
E&B EXERCISE, LLC
E&B GIFTWARE, LLC

ASSIGNEE:

By: James E. Wolf
Name: James E. Wolf
Designation: President
VALEO INDUSTRIAL TECHNOLOGIES LLC

APPENDIX A

TRADEMARK RECORDS

Record Owner	Mark	Jurisdiction	Application / Registration Number
E&B Giftware, LLC	red\hot	U.S.	5111383
E&B Giftware, LLC	therma\TZK	U.S.	5043525
E&B Giftware, LLC	therma\GEAR	U.S.	86981817
E&B Giftware, LLC	therma\GEAR	E.U.	014948822
E&B Giftware, LLC	therma\TZK <small>BY DESIGN</small>	E.U.	012956199
E&B Giftware, LLC	red\hot	E.U.	014649149
E&B Giftware, LLC	red\hot	Canada	1749044
E&B Giftware, LLC	therma\GEAR	Canada	1760797