

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462380

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ORION MACHINERY CO., LTD.		02/05/2018	Corporation:

RECEIVING PARTY DATA

Name:	EAGLETREE-PUMP ACQUISITION CORP.
Street Address:	1185 AVENUE OF THE AMERICAS, 39TH FLOOR
Internal Address:	C/O EAGLETREE CAPITAL, LP
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2348076	ORION

CORRESPONDENCE DATA

Fax Number: 6507393900
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: (650)739-3939
Email: DebbieWu@JonesDay.com
Correspondent Name: JONES DAY
Address Line 1: 250 VESEY STREET
Address Line 4: New York, NEW YORK 10281-1047

NAME OF SUBMITTER:	DEBBIE WU
SIGNATURE:	/Debbie Wu/
DATE SIGNED:	02/13/2018

Total Attachments: 6

source=NAI_1503424381_1_Breeze - Trademark Assignment Agreement [Executed]#page1.tif
source=NAI_1503424381_1_Breeze - Trademark Assignment Agreement [Executed]#page2.tif
source=NAI_1503424381_1_Breeze - Trademark Assignment Agreement [Executed]#page3.tif

CH \$40.00 2348076

source=NAI_1503424381_1_Breeze - Trademark Assignment Agreement [Executed]#page4.tif

source=NAI_1503424381_1_Breeze - Trademark Assignment Agreement [Executed]#page5.tif

source=NAI_1503424381_1_Breeze - Trademark Assignment Agreement [Executed]#page6.tif

FORM OF TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made and entered into as of February 5, 2018, (the “Effective Date”), by and among Apple Air Compressor Corp. d/b/a AirTech, Inc., a New Jersey corporation, Orion Machinery Co. Ltd., Inc., a New Jersey corporation, U.S. Valve LLC, a New Jersey limited liability company and Techno Holdings, LLC, a New Jersey limited liability company (collectively, “Assignors” and each an “Assignor”), EagleTree-AirTech Holdings, LLC, a Delaware limited liability company (“Buyer”), EagleTree-Valve Acquisition Corp., a Delaware corporation (the “Valve Assignee”) and EagleTree-Pump Acquisition Corp., a Delaware corporation (the “Pump Assignee,” together with the Valve Assignee, collectively, “Assignees” and each an “Assignee”).

WHEREAS, Assignors and Buyer are parties to that certain Asset Purchase Agreement dated as of February 5, 2018, (the “Purchase Agreement”), pursuant to which Assignors have agreed to sell, transfer and assign to Assignees or such other Affiliate(s) of Buyer designated by Buyer, and Buyer has agreed to cause Assignees or its other designated Affiliate(s) to purchase, acquire, accept and assume the Trademarks set forth on the attached Schedule A (collectively, the “Acquired Trademarks”);

WHEREAS, each Assignor is the sole owner of the entire right, title and interest in and to such Acquired Trademarks set forth on Schedule A opposite the name of such Assignor;

WHEREAS, Buyer has designated the Valve Assignee to be the assignee of the Acquired Trademarks set forth on Schedule A-1 (the “Acquired Valve Trademarks”) and has designated the Pump Assignee to be the assignee of the Acquired Trademarks set forth on Schedule A-2 (the “Acquired Pump Trademarks”);

WHEREAS, in connection with the Purchase Agreement and pursuant to this Trademark Assignment, each Assignor agrees to (a) assign the Acquired Valve Trademarks to the Valve Assignee and (b) assign the Acquired Pump Trademarks to the Pump Assignee, such that (a) the Valve Assignee owns the Acquired Valve Trademarks and (b) the Pump Assignee owns the Acquired Pump Trademarks; and

WHEREAS, Assignors and Assignees are desirous of making this Trademark Assignment a matter of record.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, the parties hereto agree as follows:

1. DEFINITIONS

1.1 Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. ASSIGNMENT OF TRADEMARKS

2.1 Assignment of Acquired Valve Trademarks. In accordance with and subject to the terms and conditions of this Trademark Assignment and the Purchase Agreement, each Assignor hereby sells, assigns, conveys, transfers and delivers to the Valve Assignee, and the Valve Assignee hereby purchases, acquires and accepts the assignment of, all of such Assignor's direct or indirect right, title and interest in and to the Acquired Valve Trademarks, if any, together with the goodwill connected with the use of and symbolized by the Acquired Valve Trademarks, including any and all rights to and claims for damages for past, present or future infringement or other unauthorized use of the Acquired Valve Trademarks, for the Valve Assignee's full use and enjoyment. Effective at and after the Closing, each Assignor authorizes the Valve Assignee to and the Valve Assignee will file this Trademark Assignment with the national trademark offices and any other applicable governmental entity and/or registrar necessary, and authorizes the applicable governmental entity or registrar to record the Valve Assignee as the assignee and owner of the Acquired Valve Trademarks.

2.2 Assignment of Acquired Pump Trademarks. In accordance with and subject to the terms and conditions of this Trademark Assignment and the Purchase Agreement, each Assignor hereby sells, assigns, conveys, transfers and delivers to the Pump Assignee, and the Pump Assignee hereby purchases, acquires and accepts the assignment of all of such Assignor's direct or indirect right, title and interest in and to the Acquired Pump Trademarks, if any, together with the goodwill connected with the use of and symbolized by the Acquired Pump Trademarks, including any and all rights to and claims for damages for past, present or future infringement or other unauthorized use of the Acquired Pump Trademarks, for the Pump Assignee's full use and enjoyment. Effective at and after the Closing, each Assignor authorizes the Pump Assignee to and the Pump Assignee will file this Trademark Assignment with the national trademark offices and any other applicable governmental entity and/or registrar necessary, and authorizes the applicable governmental entity or registrar to record the Pump Assignee as the assignee and owner of the Acquired Pump Trademarks.

2.3 Representations, Warranties and Indemnification Rights. The parties acknowledge and agree that the subject matter hereof is addressed in the representations and warranties set forth in Section 6 of the Purchase Agreement, as applicable, and Assignors and Buyer hereto are bound by indemnification obligations set forth in Section 9 relating thereto to the extent provided in the Purchase Agreement.

3. MISCELLANEOUS

3.1 Binding Effect. This Trademark Assignment and all of the provisions hereof will be binding upon the parties and their successors and permitted assigns and will inure to the benefit of the parties and their successors and permitted assigns.

3.2 Purchase Agreement Controlling. Notwithstanding any other provision of this Trademark Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of, or any of the rights, remedies or obligations of the Buyer, Assignees or Assignors under the Purchase Agreement. This Trademark Assignment is subject to and controlled by the

terms of the Purchase Agreement and is intended only to evidence the consummation of the transaction contemplated by the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Trademark Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

3.3 Counterparts; Facsimile Signatures. This Trademark Assignment may be executed in two or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties. For purposes of this Trademark Assignment, facsimile signatures will be deemed originals, and the parties agree to exchange original signatures as promptly as possible if requested by a party.

3.4 Other Provisions Incorporated by Reference. Section 9(a) (Survival of Representations, Warranties, Covenants and Agreements; Survival of Confidentiality), Section 11(c) (Non-Assignable Assets), Section 11(f) (Further Assurances), Section 15 (Notices) Section 16 (Entire Agreement), Section 17 (Successor and Assigns), Section 18 (Headings), Section 19 (Amendment and Modification; Waiver), Section 20 (Severability), Section 21 (Governing Law; Submission to Jurisdiction), Section 22 (Third-Party Beneficiaries) and Section 26 (References) of the Purchase Agreement are incorporated by reference into this Trademark Assignment, in each case, *mutatis mutandis*, and each such Section so incorporated will be fully enforceable against the Buyer, the Assignees and the Assignors as if fully restated in this Trademark Assignment.

[Remainder of the Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

ASSIGNORS:

APPLE AIR COMPRESSOR CORP., D/B/A
AIRTECH, INC

By: 

Name: Thomas Latsos

Title: President

ORION MACHINERY CO. LTD., INC.

By: 

Name: Thomas Latsos

Title: President

U.S. VALVE, LLC

By: 

Name: Thomas Latsos

Title: Manager

TECHNO HOLDINGS, LLC

By: 

Name: Thomas Latsos

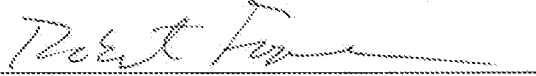
Title: Manager

{Signature Page to Trademark Assignment Agreement}

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

BUYER:

EAGLETREE-AIRTECH HOLDINGS, LLC

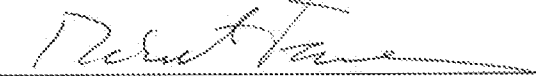
By: 

Name: Robert Fogelson

Title: President

VALVE ASSIGNEE:

EAGLETREE-VALVE ACQUISITION CORP.

By: 

Name: Robert Fogelson

Title: President

PUMP ASSIGNEE:

EAGLETREE-PUMP ACQUISITION CORP.

By: 

Name: Robert Fogelson


Title: President

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A
Acquired Trademarks



Schedule A-1

Acquired Valve Trademarks

Trademark	Owner	Trademark Class	Serial No. /Reg. No.	Filing Date /Reg. Date	Jurisdiction
	U.S. Valve LLC	Class 7	77/383,248 3,498,508	01/29/2008 09/09/2008	US
TECHNOCHECK VALVE	Techno Holdings, LLC	Class 9	87/586,398	08/28/2017	US

Schedule A-2

Acquired Pump Trademarks

Trademark	Owner	Trademark Class	Serial No. /Reg. No.	Filing Date /Reg. Date	Jurisdiction
AIRTECH VACUUM	Airtech, Inc.	Class 7	76/169,885 2,687,185	11/22/2000 02/11/2003	US
	Airtech, Inc.	Class 7	75/723,637 2,397,390	06/08/1999 10/24/2000	US
ORION	Orion Machinery Co., Ltd.	Class 7	75/462,243 2,348,076	04/06/1998 05/09/2000	US
AIRTECH VACUUM	Airtech, Inc.	Class 7	11760373	11/19/12 08/21/15	China
	Airtech, Inc.	Class 7	11760372	11/19/12 07/07/14	China