

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472326

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Transco, Inc. | FORMERLY aka Transco Inc. | 04/30/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Advance Thermal Corp. | | |
| Street Address: | 200 N. LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60601-1034 | | |
| Entity Type: | Corporation: ILLINOIS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4324855 | | |
| Registration Number: | 3998603 | HEATAINER | |
| Registration Number: | 5088053 | SPACE-JAK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6124927077 | | |
| <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: | 6124927000 | | |
| Email: | plarson@fredlaw.com | | |
| Correspondent Name: | Patricia A. Larson, Senior Paralegal | | |
| Address Line 1: | Fredrikson & Byron, P.A. | | |
| Address Line 2: | 200 S. SIXTH STREET, SUITE 4000 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | Patricia A. Larson | | |
| SIGNATURE: | /Patricia A. Larson/ | | |
| DATE SIGNED: | 05/02/2018 | | |
| Total Attachments: 5 | | | |
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| source=TM Assignment in re Advance Thermal Corp. #page2.tif | | | |

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of April 30, 2018 by Transco, Inc., a Delaware corporation ("Assignor"), in favor of Advance Thermal Corp., an Illinois corporation ("Assignee").

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

(a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Schedule 1 hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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, 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto.

3. IP Assignment Agreement. This Assignment is subject to the terms, conditions, representations and covenants as set forth in the IP Assignment Agreement, all of which to the extent applicable are incorporated herein by reference. Nothing in this Assignment, express or

implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the IP Assignment Agreement. In the event of any ambiguity or conflict between the terms hereof and the IP Assignment Agreement, the IP Assignment Agreement is controlling.

4. Assignment. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.

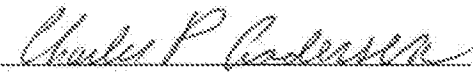
5. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date first written above.

Assignor:

Transco, Inc.

By: 
Name: Charles P. Andersen
Its: President

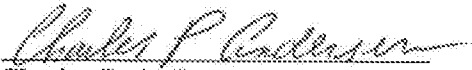
[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006324 FRAME: 0833

AGREED TO AND ACCEPTED:

Assignee:

Advance Thermal Corp.

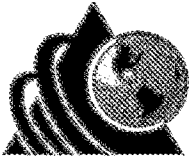
By: 
Name: Charles P. Andersen
Its: Authorized Signatory

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006324 FRAME: 0834

SCHEDULE 1 TO TRADEMARK ASSIGNMENT

Trademark Registrations and Applications

| Trademark | Country | Application # | Registration # | Registration Date |
|---|--------------------------|----------------------|-----------------------|--------------------------|
|  | United States of America | 85210185 | 4324855 | 4/23/2013 |
| HEATAINER | United States of America | 77664938 | 3998603 | 7/19/2011 |
| SPACE-JAK | United States of America | 86773995 | 5088053 | 11/22/2016 |