

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hamilton Engineering, Inc.		05/14/2018	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	HEI Acquisition, Inc.		
Street Address:	c/o Armstrong International, Inc., 900 Maple St.		
City:	Three Rivers		
State/Country:	MICHIGAN		
Postal Code:	49093		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4948111	HOT	
CORRESPONDENCE DATA			
Fax Number:	2485677423		
<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:	248-567-7400		
Email:	trademarks@varnumlaw.com		
Correspondent Name:	Erin Morgan Klug		
Address Line 1:	39500 High Pointe Blvd, Suite 350		
Address Line 4:	Novi, MICHIGAN 48375		
NAME OF SUBMITTER:	Erin Morgan Klug		
SIGNATURE:	/Erin Morgan Klug/		
DATE SIGNED:	05/16/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of this 14th day of May, 2018, is made between HEI Acquisition, Inc. ("**Buyer**"), a Michigan corporation, located at c/o Armstrong International, Inc., 900 Maple St., Three Rivers, Michigan 49093, USA, and Hamilton Engineering, Inc. ("**Seller**"), a Michigan corporation, located at 34000 Autry Street, Livonia, Michigan 48150, USA, the seller of certain assets pursuant to an Asset Purchase Agreement, with a closing date of December 22, 2017 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration pursuant to the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

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

(d) 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

(e) 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, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and 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 IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP 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 Seller and Buyer with respect to the Assigned IP. 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.

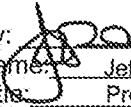
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Seller: Hamilton Engineering, Inc.

By: 
Name: Jeffrey E. Deal
Title: President
Address for Notices:

HAMILTON ENGINEERING, INC.
c/o Elliot G. Crowder
Stevenson & Bullock, P.L.C.
26100 American Drive, Suite 500
Southfield, MI 48034
ecrowder@spbclaw.com

with a copy to:

HAMILTON ENGINEERING, INC
Attn.: Christina Deal McIlhenney
2400 Autry St.
Livonia, MI 48150
cdeal@hamiltonengineering.com

Buyer: HEI ACQUISITION, INC.

AGREED TO AND ACCEPTED:

By: 
Name: Douglas C. McIlhenney
Title: President
Address for Notices:

VARNUM LLP
Attn: Matthew W. Bower
160 W. Fort Street, Fifth Floor
Detroit, Michigan 48226
mwbower@varnumlaw.com

SCHEDULE 1
ASSIGNED PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Combined Compact Hot and Ozonated Cold Water Unit	United States	9,273,871	March 1, 2016
Device for Dispensing a Heated Fluid and Heating Device Therefor	United States	7,735,458	June 15, 2010

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
HOT	United States	4,948,111	April 26, 2016

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
None				

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