

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487729

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Performance Contracting, Inc.		08/31/2017	Corporation: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Permatherm, Inc.		
<b>Street Address:</b>	269 Industrial Park Road		
<b>City:</b>	Monticello		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	31064		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3837147	PFF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4043521285		
<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>			
<b>Phone:</b>	404-351-1615		
<b>Email:</b>	acarter@brawwlaw.com		
<b>Correspondent Name:</b>	Timothy J. Ramsey, Esq.		
<b>Address Line 1:</b>	3490 Piedmont Road Northeast, Suite 1400		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>NAME OF SUBMITTER:</b>	Timothy J. Ramsey, Esq.		
<b>SIGNATURE:</b>	/Timothy J. Ramsey, Esq./		
<b>DATE SIGNED:</b>	08/28/2018		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”),** dated as of August 31, 2017, is made by Performance Contracting, Inc., a Kansas corporation (“Assignor”), in favor of Permatherm, Inc., a Georgia corporation (“Assignee”), the purchaser of certain assets of Assignor pursuant to the Agreement for Purchase of Assets and Business, dated June 1, 2017, as amended on August 31, 2017, by and among Assignee (the “Asset Purchase Agreement”).

**WHEREAS,** under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, 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,** Assignor agrees 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 “Assigned IP”), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance:

(a) the trademark registrations and applications set forth on Schedule 1 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;

(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) all rights to any and all claims and causes of action available to or being pursued by a Assignor with respect to any of the foregoing, whether accruing before, on and/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.** Assignor 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 Assignee. Following the date hereof, upon Assignee’s reasonable request, 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. **Transfer Agreement.** This IP Assignment is executed and delivered pursuant to the Transfer Agreement. Notwithstanding any other provision of this IP Assignment, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any

of the provisions of the Transfer Agreement, including without limitation, the representations, warranties, covenants and agreements of any of the parties thereto. To the extent any of the terms in this IP Assignment are inconsistent with the terms of Transfer Agreement, the terms of the Transfer Agreement shall prevail.

4. Binding Effect. This IP Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule that would apply the law of a different jurisdiction.

6. 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 to be 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.

[SIGNATURE PAGE FOLLOWS]

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

**ASSIGNOR:**

**PERFORMANCE CONTRACTING, INC.**

By:   
Mark Batcho, Vice President-Operations

**SCHEDULE 1**

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Owner</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
Performance Contracting, Inc.	PFF	3837147	August 24, 2010	USPTO

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