

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPX Heat Transfer, LLC		06/20/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Godrej Americas Inc.		
Street Address:	5850 San Felipe		
Internal Address:	Suite 500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77057		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3315141	ECOLAIRE	
Registration Number:	2768538	HEMILOK	
Registration Number:	1405267	YUBA	
CORRESPONDENCE DATA			
Fax Number:	7032058050		
<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:	7032058000		
Email:	mussie.beyene@bskb.com		
Correspondent Name:	BIRCH, STEWART, KOLASCH, & BIRCH, LLP.		
Address Line 1:	8110 Gatehouse Road, Suite 100E		
Address Line 4:	Falls Church, VIRGINIA 22042		
ATTORNEY DOCKET NUMBER:	4725-0115US1 / 4725-0116U		
NAME OF SUBMITTER:	Robert J. Kenney		
SIGNATURE:	/Robert J. Kenney/		
DATE SIGNED:	09/06/2018		
Total Attachments: 7			
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WORLDWIDE TRADEMARK ASSIGNMENT AGREEMENT

This WORLDWIDE MASTER TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), effective as of the 29th day of June 2018 (the “Effective Date”), is entered into by and between SPX Heat Transfer, LLC, a Delaware limited liability company, with principal place of business at c/o SPX Corporation, 13320-A Ballantyne Corporate Place Charlotte, NC 28277 (“Assignor”), and Godrej Americas Inc., a Texas corporation, with principal place of business at 5850 San Felipe, Suite 500, Houston, TX 77057 (the “Assignee”). The Assignor and the Assignee are hereinafter referred to, individually, as “Party” and collectively, as “Parties”.

RECITALS

WHEREAS, Assignor owns all right, title, and interest in the trademarks set forth on Schedule 1 (the “Assigned Trademarks”), which is attached hereto and forms part of this Assignment, and agrees to assign, convey, transfer and deliver to Assignee all of Assignor’s right, title, and interests in and to the Assigned Trademarks together with the goodwill associated therewith; and

WHEREAS, Assignee agrees to accept from Assignor the Assigned Trademarks.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises of the Parties provided herein and for good and valuable consideration provided for under a separate agreement, which includes consideration of ten US dollars (\$10.00) per Assigned Trademark, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Assigned Trademarks, together with (a) the goodwill associated therewith (b) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements and misappropriations of the trademark, (c) all rights of action pertaining to the Assigned Trademarks, including, without limitation, all rights to sue and collect damages and payments for past, present, and future infringements and misappropriations thereof and the right to fully and entirely stand in the place of Assignor in all matters related thereto, and (d) the right to apply for, make filings with respect to the Assigned Trademarks and maintain all registrations, applications and renewals thereof, and (e) the right to file counterparts anywhere in the world to any of the Assigned Trademarks, and .

2. Ownership; No Challenge. Assignor hereby acknowledges and agrees that from the Effective Date, Assignee shall be the exclusive proprietor and owner of all rights, title and interest in and to the Assigned Trademarks. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging in any jurisdiction (a) Assignee’s rights, title, and interest in and to the Assigned Trademarks or (b) Assignee’s right to use and control the Assigned Trademarks.

3. Governing Law. This Assignment shall be construed under, governed by, and enforced in accordance with the laws of the State of Texas, USA (without regard to the conflicts of law provisions thereof).

4. Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Counterparts. This Assignment may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment is irrevocable and effective when each Party shall have received a counterpart hereof signed and duly delivered by the other Party.

6. Further Assurances. Assignor agrees that from time to time, at the reasonable request of Assignee and at Assignee's sole expense, Assignor shall execute and deliver all documents, papers, forms and authorizations as are legally or administratively necessary to secure, complete, and effectuate Assignor's assignment, transfer, and conveyance of the Assigned Trademarks and the transactions contemplated by this Assignment (including any lawful documentation to perfect and record the rights granted hereunder in the Assigned Trademarks in any jurisdiction throughout the world). Assignor acknowledges and agrees that Assignee may perfect and record this Assignment or such other lawful documentation in any jurisdiction throughout the world, and that Assignor shall reasonably cooperate with Assignee's reasonable requests related thereto; provided, however, that Assignee shall bear the expenses associated with preparing any such lawful documents and the recordation of this Assignment and any other applicable lawful documents, in any country, including the expenses associated with obtaining any required Apostilles and/or certifications. Subject to the limitations set forth herein, Assignor hereby appoints Assignee as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments solely as necessary to perfect legal title in and to the Assigned Trademarks in Assignee's name in the United States Patent and Trademark Office and other trademark offices and intellectual property governmental offices in any jurisdiction throughout the world; provided, however, that Assignee shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that Assignor has failed to take such action at the request of Assignee and following 10 days prior written notice to Assignor of the exercise of such rights. This power of attorney shall be irrevocable.

THUS the Assigned Trademarks have become, as of the Effective Date, the absolute property of the Assignees on a worldwide basis.

[remainder of page intentionally left blank with signatures to follow on subsequent pages]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on its behalf by its duly authorized officers or representatives, effective as of the date first written above.

ASSIGNOR
SPX HEAT TRANSFER, LLC

By *John W. Nurkin*
Name: John W. Nurkin
Title: Vice President and Secretary

STATE OF North Carolina

COUNTY OF Mecklenburg

On this 20 day of June 2018, before me, a notary public, the undersigned officer, personally appeared John W. Nurkin, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledges that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Ingracia Quateman
Notary Public

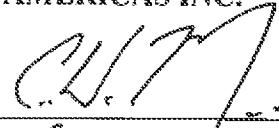
My commission expires: August 16, 2020

[Signature page to Master Trademark Assignment Agreement]

TRADEMARK
REEL: 006430 FRAME: 0742

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on its behalf by its duly authorized officers or representatives, effective as of the date first written above.

ASSIGNEE
GODREJ AMERICAS INC.

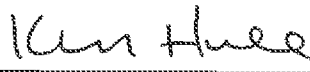
By 
Name: CHRIS W. MUNSON
Title: Secretary and Treasurer

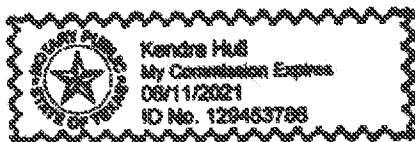
STATE OF TEXAS

COUNTY OF TRAVIS

On this 26 day of JUNE 2018, before me, a notary public, the undersigned officer, personally appeared CHRIS W. MUNSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledges that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Notary Public



My commission expires: 06/11/2021

[Signature page to Master Trademark Assignment Agreement]

Schedule 1
List of Trademarks

Country	Trademark	Owner	App. No.	Reg. No.	Class(es)	Status
United States	ECOLAIRE	SPX Heat Transfer LLC	76652754	3315141	7, 11	Registered
European Union (EUTM)	ECOLAIRE	SPX Heat Transfer LLC	005096771	005096771	7, 11, 37	Registered
European Union (EUTM)		SPX Heat Transfer LLC	005096854	005096854	7, 11, 37	Registered
United States	HEMILOK	SPX Heat Transfer LLC	75803892	2768538	11	Registered
European Union (EUTM)	HEMILOK	SPX Heat Transfer LLC	005099387	005099387	11, 37	Registered
European Union (EUTM)		SPX Heat Transfer LLC	005096871	005096871	7, 11, 37	Registered
United States	YUBA	SPX Heat Transfer LLC	73536635	1405267	37	Registered
European Union (EUTM)	YUBA	SPX Heat Transfer LLC	005096722	005096722	7, 11, 37	Registered
People's Republic of China	YUBA	SPX Heat Transfer Inc.	8265516	8265516	40	Registered
Brazil	YUBA	SPX Heat	902557912	902557912	37	Registered

Country	Trademark	Owner	App. No.	Reg. No.	Class(es)	Status
India	YUBA	SPX Heat Transfer LLC	1962088		11, 37	Pending
Canada	YUBA	SPX Heat Transfer LLC	1478597	815914		Registered
Egypt	YUBA	SPX Heat Transfer Inc.	245054	245054	37	Registered
Israel	YUBA	SPX Heat Transfer LLC	229318	229318	37	Registered
People's Republic of China	ECOLAIRE	SPX Heat Transfer Inc.	9542037	9542037	7	Registered
India	ECOLAIRE	SPX Heat Transfer Inc.	2179097	2179097	11	Registered
Russian Federation	ECOLAIRE	SPX Heat Transfer LLC	2011715233	477231	7, 11, 37	Registered
Brazil	YUBA	SPX Heat Transfer LLC	903679051	903679051	7	Registered
People's Republic of China	YUBA	SPX Heat Transfer Inc.	9542034	9542034	7	Registered
India	YUBA	SPX Heat Transfer Inc.	2179099	2179099	7, 11, 37	Registered
Russian Federation	YUBA	SPX Heat Transfer LLC	2011715234	463539	7, 11, 37	Registered

Country	Trademark	Owner	App. No.	Reg. No.	Class(es)	Status
People's Republic of China	ECOLAIRE	SPX Heat Transfer Inc.	9542036	9542036	11	Registered
People's Republic of China	ECOLAIRE	SPX Heat Transfer Inc.	9542035	9542035	37	Registered
People's Republic of China	YUBA	SPX Heat Transfer Inc.	9542033	9542033	11	Registered
People's Republic of China	YUBA	SPX Heat Transfer Inc.	9542032	9542032	37	Registered
Brazil	YUBA	SPX Heat Transfer LLC	903678977	903678977	11	Registered
Brazil	YUBA	SPX Heat Transfer LLC	903678969	903678969	37	Registered
India	ECOLAIRE	SPX Heat Transfer Inc.	2179096	2179096	7	Registered
India	ECOLAIRE	SPX Heat Transfer Inc.	2179098	1106714	37	Registered