

900471191 10/24/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM495179

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bristol Compressors International, LLC		10/13/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Kulthorn Kirby Public Company Limited
Street Address:	126 Soi Chalong Krung 31, Chalong Krung Road, Khwaeng Lam Pla Thio, Khet Lat Krabang
City:	Bangkok
State/Country:	THAILAND
Postal Code:	10520
Entity Type:	Corporation: THAILAND Public company limited: Thailand

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4505275	BEAST
Registration Number:	4978346	X14
Registration Number:	3735811	BRISTOL COMPRESSORS INTERNATIONAL INC.
Registration Number:	3735810	BRISTOL COMPRESSORS INTERNATIONAL
Registration Number:	3159321	BENCHMARK
Registration Number:	1737987	B

CORRESPONDENCE DATA

Fax Number: 2317140200
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: 231-714-0100
 Email: john@revisionlegal.com
 Correspondent Name: John Di Giacomo
 Address Line 1: 444 Cass St.
 Address Line 2: Suite D
 Address Line 4: Traverse City, MICHIGAN 49684

DOMESTIC REPRESENTATIVE

Name: John Di Giacomo

OP \$165.00 4505275

Address Line 1:	444 Cass St.
Address Line 2:	Suite D
Address Line 4:	Traverse City, MICHIGAN 49684
NAME OF SUBMITTER:	John Di Giacomo
SIGNATURE:	/JAD/
DATE SIGNED:	10/24/2018
Total Attachments: 8 source=Intellectual Property Assignment Agreement#page1.tif source=Intellectual Property Assignment Agreement#page2.tif source=Intellectual Property Assignment Agreement#page3.tif source=Intellectual Property Assignment Agreement#page4.tif source=Intellectual Property Assignment Agreement#page5.tif source=Intellectual Property Assignment Agreement#page6.tif source=Intellectual Property Assignment Agreement#page7.tif source=Intellectual Property Assignment Agreement#page8.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment") is effective this 13 day of October, 2019 and is made and entered into by and between Bristol Compressors International, LLC ("Assignor"), a Delaware limited liability company, and Kulthorn Kirby Public Company Limited, a Kingdom of Thailand limited public company ("Assignee") (together, the "Parties").

WHEREAS, Assignor is the owner of each of (i) the patents and patent applications set forth on Schedule A hereto (the "Patents"); (ii) the copyrights, copyright registrations, and copyright applications set forth on Schedule B hereto (the "Copyrights"); and (iii) the trademarks, trademark registrations, and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule C hereto (the "Trademarks") ((i)-(iii) collectively, the "Purchased Intellectual Property");

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated October 12, 2018 (the "Purchase Agreement"), pursuant to which Assignee agreed to purchase the Purchased Intellectual Property from Assignor, including all of Assignor's right, title, and interest in and to the Purchased Intellectual Property;

WHEREAS, the execution and delivery of this Assignment is a condition to the transfer of the Purchased Intellectual Property and the Closing of the Purchase Agreement;

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective on the full execution of this Assignment, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Purchased Intellectual Property, including all rights therein provided by international conventions and treaties, and the right to sue for past, present, and future infringement thereof.
2. Warranties of Title. Assignor hereby represents and warrants that it has all right, title, and interest in and to the Purchased Intellectual Property free and clear of any liens or encumbrances and has the right and power to grant the assignment granted herein. Assignor also represents and warrants that there are no agreements with any other party in conflict with such grant.
3. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Purchased Intellectual Property and shall not enter into any agreement in conflict with this Assignment.
4. Governing Law. This Assignment will be governed by and interpreted and enforced in accordance with the Laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules of provisions (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.
5. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of the courts of the Commonwealth of Virginia or the United States District Court for the Western



District of Virginia, for the purposes of any suit, action, or other proceeding arising out of or relating to this Assignment or any transaction contemplated hereby. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding arising out of this Assignment or the transactions contemplated hereby in (a) the Commonwealth of Virginia or (b) the United States District Court for the Western District of Virginia, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.

6. Waiver.
 - a. Any provision of this Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment, or in the case of a waiver, by the party against whom the waiver is to be effective.
 - b. No failure or delay by any party in exercising any right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
7. Expenses. Each party shall bear its own costs and expenses in connection with this Assignment and the transactions contemplated hereby, including all legal, accounting, financial advisory, consulting and all other fees and expenses of third parties.
8. Counterparts. This Assignment may be executed in counterparts, and either party hereto may execute such counterpart, each of which when executed and delivered shall be deemed to be an original and both of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. The Parties agree that the delivery of this Assignment may be affected by means of an exchange of pdf, facsimile, or electronic signatures.
9. No Third-Party Beneficiaries. No provision of this Assignment is intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.
10. Severability. Any provision of this Assignment which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
11. Integration. This Assignment constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Assignment. This Assignment will take precedence over any other documents that may be in conflict therewith.
12. Submission to IP Bodies. The Parties agree that this Assignment Agreement may be submitted to any intellectual property bodies, including, but not limited to, any patent, trademark, and copyright offices, as evidence of the assignment of rights between the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

KULTHORN KIRBY PUBLIC
COMPANY LIMITED

By: _____
Name: Suike Simuljhe
Title: President

By: _____
Name: Pol. Gen. Pateep Tunprasert
Title: Director

BRISTOL COMPRESSORS
INTERNATIONAL, LLC

By: _____
Name: *Dustin Edgcomb*
Title: *Chief Restructuring Officer*

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SCHEDULE A -- Patents

US ISSUED PATENTS

<u>TJH Docket No.</u>	<u>US Patent No.</u>	<u>Issue Date</u>	<u>Publication No.</u>	<u>Application No.</u>
390201-1010	8650894	41688	2010/0275628	12/498,259
390201-1020	8672642	41716	2009/0324427	12/494,139
390201-1040	7074022	38909	2005/0169785	11/065,962
390201-1050	7260951	39322	2005/0066673	10/967,431
390201-1060	7281907	39371	2005/0053486	10/764,400
390201-1070	7374406	39588	2006/0083647	11/240,976
390201-1080	7628028	40155	2007/0032909	11/196,182
390201-1090	7763808	40386	2009/0050351	11/894,110
390201-1100	7992399	40764	2008/0216499	12/044,953
390201-1110	8287245	41198	2010/0329894	12/878,982
390201-1120	8388318	41338	2010/0254834	12/755,356
390201-1130	8552293	41555	2010/0290938	12/843,429
390201-1140	8601828	41618	2010/0275628	12/769,819
390201-1150	8790089	41849	2009/0324426	12/494,020
390201-1160	8904814	41982	2009/0324428	12/494,158
390201-1170	9279425	42437	2014/0065000	14/048,027

US PENDING PATENTS

<u>TJH Docket No.</u>	<u>Publication No.</u>	<u>Application No.</u>
390201-1180	2016/0146207	14/921,302
390201-1190	2016/0186737	15/063,061
390201-1200	2018/0195511	15/869,151
390201-1210	2018/0195503	15/868,355
390201-2010	WO2018132628	PCT/US18/13434
390201-2020	WO2018132591	PCT/US18/13349

FOREGIN PENDING PATENTS

<u>TJH Docket No.</u>	<u>FA Docket No.</u>	<u>Country</u>	<u>Application No.</u>
390201-2031	KHP16212266.6	China	CN201480055438
390201-2032	RGD/JD1/10000182/002	Saudi Arabia	517381371
390201-2033	P112427EP	Europe	EP 15852600.4
390201-2034	P109408EP	Europe	EP 14789937.1
390201-2035	RGD/JD1/10000182/001	Saudi Arabia	516370888
390201-2036		China	CN201580069612
390201-2037		Brazil	BR 1120160076877

390201-2038

Korea

KR1020177014125

SCHEDULE B – Copyrights

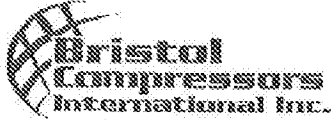
All works of creative authorship created by Bristol Compressor International, LLC, its employees, or its independent contractors, including, but not limited to, all logos, designs, training materials, marketing materials, ad copy, and creative.



SCHEDULE C – Trademarks

US

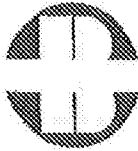
- “Bristol Compressors International” Wordmark (Reg. No. 3,735,810)
- “Bristol Compressors International, Inc.” Logo (Reg. No. 3,735,811)



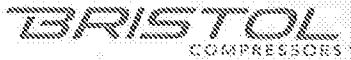
- “Benchmark”: High Efficiency Compressor Line Wordmark (Reg. No. 3,159,321)
- “Beast”: Logo (Reg. No. 4,505,275)



- “X14”: Wordmark (Reg. No. 4,978,346)
- “B”: Logo (Reg. No. 1,737,987)



- New Bristol Compressors Logo (No Reg No.)



FOREIGN

- UAE: “Bristol” with “B” logo
- PRC: “Bristol” with “B” logo
- Taiwan: “Bristol” with “B” logo
- Japan: “Bristol” with “B” logo
- Malaysia: “Bristol” with “B” logo
- India: “Bristol” with “B” logo
- Egypt: “Bristol” with “B” logo
- European Union: “Bristol” with “B” logo
- Thailand: “Bristol” with “B” logo
- Republic of Korea: “Bristol” with “B” logo
- Singapore: “Bristol” with “B” logo
- Australia: “Bristol” with “B” logo
- Israel: “Bristol” with “B” logo

