

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513378

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Peerless Mfg. Co. | | 12/28/2018 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | CECO Environmental IP Inc. | | |
| Street Address: | 14651 North Dallas Parkway, Suite 500 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75254 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1009112 | B | |
| Registration Number: | 1021410 | BURGESS-MANNING | |
| Registration Number: | 1062162 | PEERLESS | |
| Registration Number: | 1972099 | PEERLESS MFG CO | |
| Registration Number: | 2369075 | LISP | |
| Registration Number: | 2375692 | LISP | |
| Registration Number: | 2568075 | SPLIT FLAME | |
| Registration Number: | 3081523 | SSF TECHNOLOGY | |
| Registration Number: | 3986441 | TRIM-NOX | |
| Registration Number: | 3990367 | P PEERLESS MFG. CO. | |
| Registration Number: | 4129197 | EDGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9727312289 | | |
| <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: | 972-731-2288 | | |
| Email: | dallastrademarks@dfw.conleyrose.com | | |
| Correspondent Name: | Michael W. Piper | | |
| Address Line 1: | 5601 Granite Parkway, Suite 500 | | |
| Address Line 4: | Plano, TEXAS 75024 | | |

CH \$290.00 1009112

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 4691-00010 |
| NAME OF SUBMITTER: | Michael W. Piper |
| SIGNATURE: | /Michael W. Piper/ |
| DATE SIGNED: | 03/08/2019 |

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made effective as of the 28 day of December 2018, by and between **Peerless Mfg. Co.**, a Texas corporation with its principal place of business situated in the state of Texas ("Assignor") and **CECO Environmental IP Inc.**, a Delaware corporation company with a principal place of business situated in Dallas, Texas ("Assignee").

RECITALS

WHEREAS, Assignor represents that it owns the entire right, title and interest in, to and under the trademarks, together with the goodwill of the business symbolized by the trademarks which are identified and described in Exhibits A and B attached hereto. The marks are collectively referred to as the "Trademarks." Assignor's rights include all common law rights to the Trademarks and all registration rights conferred by the United States Trademark Office or other foreign national trademark offices. Assignor's rights further include the right to assign the Trademarks under the terms and conditions of this Assignment without violation of any contractual or legal obligations Assignor may have to any other party; and

WHEREAS, Assignor's and/or Assignee's use of the Trademarks since the date of the Agreement, inures to the benefit of Assignee; and

WHEREAS, Assignee desires to acquire rights in and to the Assigned Property as previously agreed. Having previously agreed to transfer the Trademarks from Assignor to Assignee, this Assignment confirms said prior agreement; and

WHEREAS, Assignor and Assignee desire to formalize the transfer and assignment of the Trademarks, together with all rights related thereto.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

Assignor does hereby sell, assign, transfer and deliver to Assignee, its successors, assigns and legal representatives, its full and exclusive right, title and interest in and to the Trademarks, together with the goodwill of the businesses symbolized by the Trademarks and associated therewith, and all other common law rights and applications and registrations of the Trademarks, and the right to recover for damages and profits for past infringements of the Trademarks identified in Exhibits A and B.

This assignment is hereby made without any warranties or representations of any kind whatsoever, including but not limited to, any representations or warranties concerning, accuracy, effectiveness, validity, enforceability, quality, profitability, condition, merchantability, fitness for any purpose, or any other aspects of the Assets, and the Assets shall be and are hereby assigned and transferred "as is," "where is" and "with all faults and defects".

This assignment shall be binding upon Assignor's successors, assigns and legal representatives, and shall inure to the benefit of Assignee, its successors, assigns and legal representative, as the case may be.

Assignor hereby agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of Assignee or its successors, assigns or nominees to prosecute any applications or registrations, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in Assignee, its successors, assigns and legal representatives.

Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in Assignee, its successors, assigns and legal representatives.

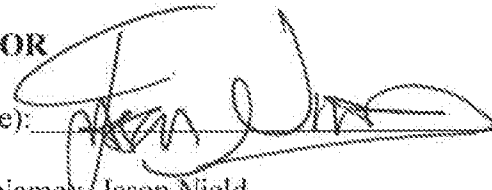
Assignor covenant with Assignee, its successors, assigns, legal representatives, and nominees, that to the best of Assignor's knowledge the right, title and interest herein conveyed by Assignor are free and clear of any encumbrance, and that Assignor has the full right to convey the same as herein expressed.

This Assignment supersedes all other assignments, agreements and addendums related to the Trademarks.

Executed this 28 day of December, 2018, at Plano, Texas.

ASSIGNOR

(Signature):



Date:

28 December 2018

(Printed Name): Jason Nield

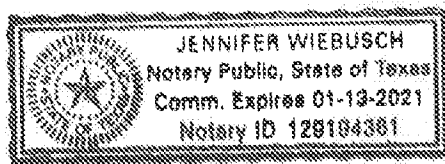
(Designation/Title): Vice President & Secretary

For: PEERLESS MFG. CO.,
14651 North Dallas Parkway, Suite 500
Dallas TX 75254

County of Collin
State of TEXAS

On this 28 day of December, 2018, personally appeared before me, Jason Nield, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and as VICE PRESIDENT AND SECRETARY of PEERLESS MFG. CO., did execute the same for the uses and purposes therein set forth.

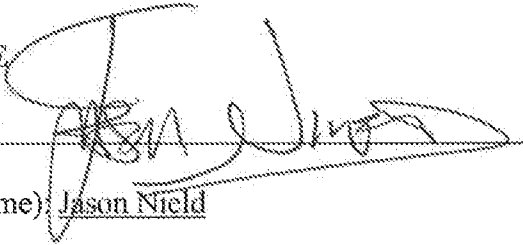
(Seal)



Notary Public

ASSIGNEE

(Signature):



Date: 28 December 2018

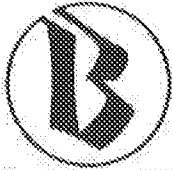
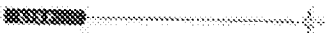

(Printed Name): Jason Nield

(Designation/Title): Vice President & Secretary

For CECO ENVIRONMENTAL IP INC.
14651 North Dallas Parkway, Suite 500
Dallas TX 75254

EXHIBIT A

U.S. Trademark Applications and Registrations

| Trademark Name | Registration No. | Registration Date | Application Serial No. | Filing Date |
|--|------------------|-------------------|------------------------|-------------|
| B Logo  | 1,009,112 | 4/22/1975 | 73/007,430 | 11/23/1973 |
| BURGESS-MANNING | 1,021,410 | 9/30/1975 | 73/035,341 | 10/24/1974 |
| EDGE | 4,129,197 | 4/17/2012 | 78/725,501 | 10/3/2005 |
| LISP | 2,369,075 | 7/18/2000 | 75/360,070 | 9/19/1997 |
| LISP & Design  | 2,375,692 | 8/8/2000 | 75/359,808 | 9/19/1997 |
| PEERLESS | 1,062,162 | 3/29/1977 | 73/017,785 | 4/30/1974 |
| PEERLESS MFG CO | 1,972,099 | 5/7/1996 | 74/423,418 | 8/10/1993 |
| SPLIT FLAME | 2,568,075 | 5/7/2002 | 75/868,445 | 12/19/1999 |
| SSF TECHNOLOGY | 3,081,523 | 4/18/2006 | 76/638,421 | 5/10/2005 |
| TRIM-NOX | 3,986,441 | 6/28/2011 | 77/850,149 | 10/16/2009 |
| Weeping "P" PEERLESS MFG. CO. Design  | 3,990,367 | 7/5/2011 | 77/375,281 | 1/18/2008 |