

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marlow Industries, Inc.		05/08/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	II-VI Delaware, Inc.		
Street Address:	1105 North Market Street		
Internal Address:	Suite 1300		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5704380	POWERSTRAP	
Registration Number:	4415443	EVERGEN	
Registration Number:	4411778	CLIMATHERM	
Registration Number:	4411777	CLIMATHERM	
Registration Number:	2143993	MARLOW INDUSTRIES, INC.	
Registration Number:	2081308	MI	
CORRESPONDENCE DATA			
Fax Number:	9726283616		
<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:	972-628-3600		
Email:	trademarks@munckwilson.com		
Correspondent Name:	Amanda K. Greenspon		
Address Line 1:	P.O. Drawer 800889		
Address Line 2:	Docket Clerk		
Address Line 4:	Dallas, TEXAS 75380		
ATTORNEY DOCKET NUMBER:	MARL04-55;61;63;64;65;66		
NAME OF SUBMITTER:	Amanda K. Greenspon		
SIGNATURE:	/AKG-aeh/		

OP \$165.00 5704380

DATE SIGNED:	05/09/2019
Total Attachments: 3 source=2019.05.08 Marlow Industries, Inc. TM Assignment#page1.tif source=2019.05.08 Marlow Industries, Inc. TM Assignment#page2.tif source=2019.05.08 Marlow Industries, Inc. TM Assignment#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into by and between **MARLOW INDUSTRIES, INC.** (hereinafter referred to as "Assignor"), a Texas Corporation, with an address of 10451 Vista Park Road, Dallas, Texas 75238-1645 and **II-VI Delaware, Inc.**, a Delaware corporation having principal offices at 1105 North Market Street, Suite 1300, Wilmington, Delaware 19801 (hereinafter "Assignee").

In consideration of the mutual agreements contained in this assignment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignor and Assignee agree to the following:

1. **Trademark.** Trademark means the trademarks identified in Schedule A, attached hereto.

2. **Assignment.** Assignor owns the Trademark and wishes to sell and assign the Trademark to Assignee. Assignee wishes to purchase and acquire the Trademark from Assignor. Accordingly, Assignor hereby sells, assigns, conveys, grants and transfers to Assignee the following:

a. Assignor's entire right, title and interest in and to the Trademark, whether or not registered or issued as of the date of this Assignment, and any and all renewals and extensions (or any legal equivalent), together with all goodwill associated with the Trademark, and the registrations(s) thereof, and the application(s) thereof and further including all income, royalties, damages and the right to sue for past infringement and misappropriations of the Trademark;

b. All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement (or any related claims including, but not limited to, dilution, unfair competition or passing off) of any Trademark which occurred prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

c. All rights corresponding to the Trademark, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. **Costs.** Assignor and Assignee shall bear their own legal advisor costs, if any. Costs and expenses relating to this Assignment and any official fees or costs in relation to the recordal of this Assignment shall be borne by the Assignee.

4. **Further Assurance.** Assignor agrees that it shall do, execute, acknowledge and deliver all agreements, instruments, or notices as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated.

5. **Enforceability.** If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated in this Assignment as so modified or restricted, or as if such provision had not been originally incorporated in this Assignment, as the case may be.

6. **Amendment.** This Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.


7. **GOVERNING LAW.** EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OF CONFLICT OF LAWS.

8. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same assignment.


9. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by their proper officers thereunto duly authorized, as of the below-listed date.

ASSIGNOR:
MARLOW INDUSTRIES, INC.

By: 
Name : Peter B. Townsend
Title : General Manager

ASSIGNEE:
II-VI DELAWARE, INC.

By: 
Name: William K. Langan
Title: Vice President

Date: 8 May 19

Schedule A

MARKS AND REGISTRATIONS

Mark Name	Country	Application Number	File Date	Registration Number	Registration Date	Status
POWERSTRAP	Canada	1894710	04/19/2018			Filed
EVERGEN	Canada	1898307	05/09/2018			Filed
POWERSTRAP	United States of America	87/684,745	11/14/2017	5,704,380	03/19/2019	Registered
EVERGEN	United States of America	85/516,305	01/13/2012	4,415,443	10/08/2013	Registered
CLIMATHERM	United States of America	85/586,651	4/2/2012	4,411,778	10/1/2013	Registered
CLIMATHERM (stylized and/or with design)	United States of America	85/586,644	4/2/2012	4,411,777	10/1/2013	Registered
MARLOW INDUSTRIES, INC.	United States of America	75/123,203	06/21/1996	2,143,993	03/17/1998	Registered
MI (stylized and/or with design)	United States of America	75/123,753	06/21/1996	2,081,308	07/22/1997	Registered