

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aavid Thermalloy, LLC		07/15/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	LTI Flexible Products, Inc.		
Street Address:	600 South McClure Road		
City:	Modesto		
State/Country:	CALIFORNIA		
Postal Code:	95357		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3954657	AAVID THERMALLOY	
CORRESPONDENCE DATA			
Fax Number:	5742362839		
<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:	574-234-3900		
Email:	botkinhall@gmail.com		
Correspondent Name:	Micheal D. Marston		
Address Line 1:	1003 N. Hickory Road		
Address Line 4:	South Bend, INDIANA 46615		
NAME OF SUBMITTER:	Michael D. Marston		
SIGNATURE:	/Michael D. Marston/		
DATE SIGNED:	07/17/2019		
Total Attachments: 1			
source=Executed.AAVID THERMALLOY Assignment to LTI from Aavid Thermalloy signed on July 15 2019#page1.tif			

OP \$40.00 3954657

ASSIGNMENT

WHEREAS, Aavid Thermalloy, LLC, a limited liability corporation of the State of Delaware, with its principal place of business at 1 Aavid Circle, Laconia, New Hampshire 03246 ("Assignor"), is the owner of the entire right, title and interest in and to the trademark **AAVID THERMALLOY & Design**, registered with the United States Patent and Trademark Office under Registration No. 3954657 ("Mark") and the goodwill of the business associated with the use of and symbolized by the Mark whether arising under common law, state law, federal law or the laws of any and all other jurisdictions ("Intellectual Property"); and

WHEREAS, LTI Flexible Products, Inc., a Corporation of the State of Minnesota, with its principal place of business at 600 South McClure Road, Modesto, California 95357 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the Mark and its associated Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignment. Assignor hereby sells, transfers and assigns unto Assignee, free and clear of all liens, security interests, liabilities and encumbrances:

- 1) the Mark, its associated Intellectual Property including the goodwill of the business associated with the use of and symbolized by the Mark, and all of Assignor's right, title and interest therein;
- 2) all rights to sue for infringement of the Mark, whether arising prior or subsequent to the date of this Assignment, as well as the right to recover for, and the right to profits and damages due or accrued, arising out of or in connection with, any past, present or future infringements, dilution of or damage or injury to the Mark and its associated Intellectual Property;
- 3) the exclusive right to use or otherwise transfer, to apply to register, or to assist any third party to register a trademark, domain name or designation that comprises or includes, whether alone or in combination with each other or with other words or designs, any variation of the Mark for any goods and/or services, unless the Mark has been abandoned by the Assignee; and
- 4) the registrations of and registration applications for the Mark and any and all renewals or extensions thereof that may hereafter be secured under laws now or hereafter in effect in the United States and its territorial possessions and in any and all other jurisdictions, the same to be held and enjoyed by Assignee from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Successors in Interest. This Assignment shall be binding upon and inure to the benefit of the respective heirs, successors, legal representatives and assigns of the Assignor and Assignee.

Power to Insert. The undersigned hereby grant(s) the firm of Botkin & Hall, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

July 15, 2019 _____
DATE

By: Tracy Walker
Name: Tracy Walker Title: Senior Commercial Paralegal