

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Temp-Air, Inc.		02/08/2019	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Sunbelt Rentals, Inc.		
Street Address:	2341 Deerfield Drive		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29715		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3992076	THERMAL REMEDIATION	
Registration Number:	2542619	HYDRO-THAW	
Registration Number:	2416406	TOPAZ	
Registration Number:	2151268	TEMP-COOL	
Registration Number:	1146918	TEMP-HEAT	
Registration Number:	1144894	TEMP-AIR	
Registration Number:	2168239	RUPP ENVIRONMENTAL AIR SYSTEMS	
Registration Number:	1423766	80/20 SYSTEM	
Registration Number:	2671032	TEMP-SHIELD	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@parkerpoe.com, timstclair@parkerpoe.com		
Correspondent Name:	Timothy D. St. Clair		
Address Line 1:	110 East Court Street, Suite 200		
Address Line 4:	Greenville, SOUTH CAROLINA 29601		
ATTORNEY DOCKET NUMBER:	07931-01196		
NAME OF SUBMITTER:	Timothy D. St. Clair		

OP \$240.00 3992076

SIGNATURE:	/Timothy D. St. Clair/
DATE SIGNED:	07/19/2019
Total Attachments: 13 source=2_Temp-Air Assignment#page1.tif source=2_Temp-Air Assignment#page2.tif source=2_Temp-Air Assignment#page3.tif source=2_Temp-Air Assignment#page4.tif source=2_Temp-Air Assignment#page5.tif source=2_Temp-Air Assignment#page6.tif source=2_Temp-Air Assignment#page7.tif source=2_Temp-Air Assignment#page8.tif source=2_Temp-Air Assignment#page9.tif source=2_Temp-Air Assignment#page10.tif source=2_Temp-Air Assignment#page11.tif source=2_Temp-Air Assignment#page12.tif source=2_Temp-Air Assignment#page13.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Assignment**"), dated as of February 8, 2019 (the "**Effective Date**"), is made by Temp-Air, Inc., a Minnesota corporation ("**Seller**"), in favor of Sunbelt Rentals, Inc., a North Carolina corporation ("**Buyer**"), the purchaser of substantially all of the assets of Seller pursuant to an Asset Purchase Agreement dated as of January 25, 2019 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller; and

WHEREAS, Seller has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office, and any other intellectual property authority or governing body throughout the world with competent jurisdiction over any of such intellectual property, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, and with the intention of being legally bound hereby, the parties agree as follows:

1. Trademark Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer, as of the Effective Date, all of Seller's rights, title, and interest throughout the world in, to, and under the trademarks and service marks identified on Exhibit A hereto (collectively, the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, including without limitation:

- (a) the trademark and service mark registrations set forth on Exhibit A hereto;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction throughout the world, including all common law rights in the Assigned Trademarks;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing (whether any infringement or other activity giving rise to a claim or cause of action occurred prior to, on, or subsequent to the Effective Date of this Assignment), including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, false designation of origin, unfair competition, violation, misuse, breach, or default, with the right but no obligation to sue for legal and equitable relief and to collect, or otherwise recover, any damages or other amounts.

2. Patent Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer, as of the Effective Date, all of Seller's rights, title, and interest throughout the world in, to, and under the patents and patent applications identified on Exhibit B hereto (collectively, the "Assigned Patents") together with:

(a) any and all applications, improvements, continuations, continuations in part, divisionals, renewals, substitutes, reissues or reexaminations thereof, foreign counterparts, and the inventions covered thereby;

(b) all rights of Seller of any kind whatsoever accruing under any and all of the foregoing, provided by the applicable law of any jurisdiction, by international treaties or conventions, or otherwise, throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds, now or hereafter due or payable, with respect to any and all of the foregoing;

(d) all files and records relating to the prosecution, exploitation, and defense and/or enforcement of any of the foregoing; and

(e) all rights of action pertaining to the Assigned Patents, including without limitation the right to sue and recover for infringement thereof (whether any infringement or other activity giving rise to a claim or cause of action occurred prior to, on, or subsequent to the Effective Date of this Assignment), the right to secure registration of the Assigned Patents, the right to initiate or defend other proceedings before all government and administrative bodies with respect to the Assigned Patents, and the right to claim priority, file foreign counterparts, and make applications for reissue and/or reexamination with respect to any of the Assigned Patents.

3. Copyright Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer, as of the Effective Date, all of Seller's rights, title, and interest throughout the world in, to, and under the works of authorship identified on Exhibit C hereto together with any copyrights or other intellectual property rights (including moral rights) therein (collectively, the "Works") and together with the Assigned Trademarks and the Assigned Patents, the "Assigned IP") together with the unlimited, unrestricted, perpetual, world-wide, and exclusive rights to:

(a) use the Works in any manner whatsoever and for any purpose whatsoever, including without limitation to develop, make, perform, build, offer for sale, sell, distribute, or otherwise commercialize products or services of any nature;

(b) display the Works publicly and privately;

(c) copy and reproduce the Works, and distribute copies of the Works to third parties;

(d) modify and create derivative works of and improvements to the Works in any and all media whether now existing or hereinafter invented;

- (e) license, assign, or otherwise convey rights to the Works to third parties;
- (f) file for and secure or register statutory copyrights and renewals, reissues, and extensions thereof, in each case related to the Works;
- (g) file for and secure patents and continuations, continuations-in-part, divisionals, reissues, and re-examinations thereof, in each case related to the Works;
- (h) enforce all rights in the Works through suit in law or in equity, against any and all persons or entities (whether any infringement or other activity giving rise to a claim or cause of action occurred prior to, on, or subsequent to the Effective Date of this Assignment); and
- (i) otherwise exploit the Works.

4. Recording. Seller hereby authorizes the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office, and any other intellectual property authority or governing body throughout the world with competent jurisdiction over any of the Assigned IP, as applicable, to record and register this Assignment upon request by Buyer.

5. Further Assurances. Following the date hereof, and upon Buyer's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

6. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

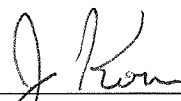
8. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the Effective Date.

Temp-Air, Inc.

By: 
Name: James A. Korn
Title: Chief Executive Officer

Sunbelt Rentals, Inc.

By: _____
Name: Kurt J. Kenkel
Title: Executive Vice President

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the Effective Date.

Temp-Air, Inc.

By: _____
Name: James A. Korn
Title: Chief Executive Officer

Sunbelt Rentals, Inc.

By: 
Name: Kurt J. Kenkel
Title: Executive Vice President

Exhibit A – Assigned Trademarks

Mark	Goods/Services	Owner	Jurisdiction
<p>THERMAL REMEDICATION</p> <p>Reg. No. 3992076</p> <p>Registered: July 12, 2011</p>	<p>Vermin extermination other than for agriculture in Class 37</p>	<p>TEMP-AIR, INC. 3700 WEST PRESERVE BOULEVARD BURNSVILLE MN 55337</p>	<p>U.S.</p>
<p>HYDRO-THAW</p> <p>Reg. No. 2542619</p> <p>Registered: February 26, 2002</p>	<p>Portable ground heaters for use in industrial, commercial, and construction application in Class 11</p>	<p>TEMP-AIR, INC. 3700 WEST PRESERVE BOULEVARD BURNSVILLE MN 55337</p>	<p>U.S.</p>
<p>TOPAZ</p> <p>Reg. No. 2416406</p> <p>Registered: December 26, 2000</p>	<p>Air conditioners in Class 11</p>	<p>TEMP-AIR, INC. 3700 WEST PRESERVE BOULEVARD BURNSVILLE MN 55337</p>	<p>U.S.</p>
<p>TEMP-COOL</p> <p>Reg. No. 2151268</p> <p>Registered: April 14, 1998</p>	<p>Maintenance and repair of portable cooling and ventilating units in Class 37</p> <p>Distributorship services featuring renting and leasing in the field of portable cooling and ventilating units in Class 42</p>	<p>TEMP-AIR, INC. 3700 WEST PRESERVE BOULEVARD BURNSVILLE MN 55337</p>	<p>U.S.</p>
<p>TEMP-HEAT</p> <p>Reg. No. 1146918</p> <p>Registered: February 10, 1981</p>	<p>Leasing and rental of portable gas-fired heater units in Class 42</p>	<p>TEMP-AIR, INC. 3700 WEST PRESERVE BOULEVARD BURNSVILLE, MN 55337</p>	<p>U.S.</p>

Mark	Goods/Services	Owner	Jurisdiction
TEMP-AIR Reg. No. 1144894 Registered: December 30, 1980	Industrial and Commercial Direct Fired Gas Heaters; Electric Heaters; Steam Heaters; Heat Recovery Units; and Oil Unit Heaters in Class 11	TEMP-AIR, INC 3700 WEST PRESERVE BOULEVARD BURNSVILLE MN 55337	U.S.
RUPP ENVIRONMENTAL AIR SYSTEMS Reg No. 2168239 Registered: June 23, 1998	Heating and cooling installations for commercial and industrial uses, namely, heaters and air-conditioners	Rupp Industries, Inc. One Rupp Plaza 3700 West Preserve Boulevard Burnsville MN 55337	U.S.
80/20 System Reg. No. 1423766 Registered: January 6, 1987	AIR TREATMENT SYSTEMS, SPECIFICALLY HEATERS FOR COMMERCIAL USE	Rupp Industries, Inc. One Rupp Plaza 3700 West Preserve Boulevard Burnsville MN 55337	U.S.
TEMP-SHIELD Reg. No. 2671032 Registered: January 7, 2003 (dead)	Electronic security and surveillance sensor, detection, monitoring and alarm equipment, namely a combination smoke detector, motion detector, carbon monoxide detector, humidity and temperature monitor, and real time video image camera and monitor	Rupp Industries, Inc. One Rupp Plaza 3700 West Preserve Boulevard Burnsville MN 55337	U.S.
TEMP-AIR Reg. No. TMA483787 Registered: October 8, 1997	Industrial and commercial direct fired gas heaters; electric heaters; steam heaters; heat recovery units; and oil unit heaters; excluding any air conditioning units and parts or accessories therefor	Temp-Air, Inc. One Rupp Plaza 3700 West Preserve Boulevard Burnsville MN 55337	Canada

Mark	Goods/Services	Owner	Jurisdiction
TEMP-COOL Reg. No. TMA510501 Registered: April 7, 1999	Maintenance and repair of portable cooling and ventilating units; distributorship services featuring renting and leasing in the field of portable cooling and ventilating units.	Temp-Air, Inc. One Rupp Plaza 3700 West Preserve Boulevard Burnsville MN 55337	Canada
TEMP-HEAT Reg. No. TMA307824 Registered: October 25, 1985	Leasing and rental of portable gas-fired heater units.	Temp-Air, Inc. 11550 RUPP DRIVE, BURNSVILLE, MN 55337	Canada
80/20 System Application No. 0780007 (abandoned)	Air treatment systems, specifically heaters for commercial use.	Temp-Air, Inc. One Rupp Plaza 3700 West Preserve Boulevard Burnsville MN 55337	Canada
RUPP CUSTOM AIR Reg. No. TMA 463433 Registered: September 13, 1993 (expunged)	Heat and air conditioning units.	Rupp Industries, Inc. 11550 RUPP DRIVE, BURNSVILLE, MN 55337	Canada

Exhibit B – Assigned Patents

Patent No.	Inventors	Assignee	Jurisdiction
US Pat. No. 6141901 for Pest control system Priority date: September 14, 1999 Expires: September 14, 2019	Roger D. Johnson, Thomas T. Danley	TEMP-AIR Inc.	U.S.
US Pat. No. 4156433 for Portable shelter Priority date: June 16, 1977 Expired: June 16, 1997	Bryan J. Beaulieu	Rupp Industries, Inc.	U.S.
US Pat. No. 6588140 for Pest control system Priority date: September 14, 1999 If revived, will expire on September 14, 2019.	Roger D. Johnson, Thomas T. Danley	TEMP-AIR Inc.	U.S.
US RE31565 for Portable shelter Priority date: June 16, 1977 Expired: June 16, 1997	Bryan J. Beaulieu	Rupp Industries, Inc.	U.S.

Patent No.	Inventors	Assignee	Jurisdiction
US Pat. No. 4356648 for Framing system for display panels Priority date: May 8, 1981 Expired: May 8, 2001	Bryan J. Beaulieu	Rupp Industries, Inc.	U.S.
US Pat. No. 3805410 for Vehicle drying assembly Priority date: March 10, 1972 Expired: March 10, 1992	D Rupp	Rupp Industries, Inc and Passpoint Corp.	U.S.
US Pat. No. 5941233 for Indirect-fired heater with regeneration reclaim rotary heat exchanges Priority date: August 3, 1998 Expired: August 3, 2018	Daniel L. Grinols, Craig L. Carney, Ronald J. Prekker	Rupp Industries, Inc.	U.S.
US Pat. No. 3753578 for Front fork construction for a cycle Priority date: February 25, 1972 Expired: February 25, 1992	H Rupp	Rupp Industries, Inc.	U.S.
CA Pat./App No. 956674 Snowmobile construction	Neil A. Newman	Rupp Industries	Canada

Patent No.	Inventors	Assignee	Jurisdiction
CA Pat./App No. 1057479 Portable Shelter	Bryan J. Beaulieu	Rupp Industries Inc.	Canada
CA Pat./App No. 2318717 Pest control system	Roger D. Johnson; Thomas T. Danley	Rupp Industries Inc.	Canada
CA Pat./App No. 956356 Adjustable eccentric bearing mountings	Herbert E. Rupp	Rupp Industries	Canada
CA Pat./App No. 2563485 Portable pest control system	Bruce Lindsay; Warren Barich; Daniel L. Grinols	Rupp Industries Inc.	Canada
CA Pat./App No. 2031423 Fabric duct system using segments with coupling means	David Grinols	Rupp Industries Inc.	Canada
PEST CONTROL SYSTEM			Germany
PEST CONTROL SYSTEM			France
PEST CONTROL SYSTEM			United Kingdom
PEST CONTROL SYSTEM			Australia
PEST CONTROL SYSTEM			Mexico

Exhibit C – Assigned Copyrights

Title of Copyrighted Work	Type of Material	Reg. No.	Date of Reg	Date of Creation/Execution	Claimant
DDC direct digital control option.	Text	TXu000785075	February 20, 1997	1997	Rupp Industries, Inc.
Providing indoor air quality solutions.	Text	TXu000792636	March 10, 1997	1997	Rupp Industries, Inc.
Rupp Air Management Systems horizontal catalog.	Text	TXu000797867	April 21, 1997	1997	Rupp Industries, Inc.
Rupp AR direct-fired system.	Text	TXu000768962	November 20, 1996	1996	Rupp Industries, Inc.
Rupp fabric duct.	Text	TXu000721939	February 12, 1996	1996	Rupp Industries, Inc.
Rupp HT direct-fired systems	Text	TXu000764553	October 28, 1996	1996	Rupp Industries, Inc.
Temp-Cool	Text	TXu000741809	June 7, 1996	1996	Rupp Industries, Inc.