

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gessner Products Company, Inc.		02/08/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	New Thermo-Serv, Ltd.		
Street Address:	3901 Pipestone Rd.		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75212		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0678264	THIRSTY	
CORRESPONDENCE DATA			
Fax Number:	6196967124		
<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:	6196966700		
Email:	ipdocket@grsm.com		
Correspondent Name:	Susan B. Meyer		
Address Line 1:	101 West Broadway, Suite 2000		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	NTS		
NAME OF SUBMITTER:	Susan B. Meyer		
SIGNATURE:	/Susan B. Meyer/		
DATE SIGNED:	11/12/2019		
Total Attachments: 4			
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**BILL OF SALE, ASSIGNMENT AND ASSUMPTION, AND INTELLECTUAL
PROPERTY ASSIGNMENT**

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION, AND INTELLECTUAL PROPERTY ASSIGNMENT (this "**Bill of Sale**") is made as of February 28th, 2019, and effective as of January 31, 2019 (the "**Effective Date**"), by and between GESSNER PRODUCTS COMPANY, INC., a Pennsylvania corporation ("**Seller**") and NEW THERMO-SERV, LTD., a Texas limited partnership ("**Buyer**").

BACKGROUND

WHEREAS, pursuant to that certain Asset Purchase Agreement dated effective January 31, 2019 between Seller and Buyer (the "**Agreement**"), Seller has agreed to sell to Buyer the "Purchased Assets" (as defined in the Agreement);

WHEREAS, pursuant to Sections 2.02(a)(i), 2.02(a)(ii), and 2.02(a)(iii) of the Agreement, Seller shall deliver a bill of sale, an assignment and assumption of the Purchased Assets and Assumed Liabilities, and an Intellectual Property Assignment, each as defined and as further described in the Agreement, and this Bill of Sale is delivered pursuant to the foregoing requirements; and

WHEREAS, pursuant to due authorization, Seller is executing and delivering this instrument for the purpose of selling and assigning to and vesting in Buyer all of Seller's right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the purchase price provided in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows:

1. Seller, by this Bill of Sale grants, sells, conveys, assigns, transfers, sets over to, and vests in Buyer, its successors and assigns, all of Seller's right, title and interest, legal and equitable, in and to all of the Purchased Assets, tangible and intangible, including without limitation, all of its rights and privileges under or otherwise in respect of any contracts, commitments, leases and other agreements that are part of the Purchased Assets, to have and to hold the same, including the appurtenances thereof, unto Buyer, its successors and assigns, forever, to its and their own proper use and behoof; and Seller warrants title to the Purchased Assets unto Buyer to the extent represented and warranted in the Agreement.

2. Buyer hereby assumes and shall hereafter perform, pay and discharge those Assumed Liabilities as set forth and to the extent provided in the Agreement.

3. Seller hereby sells, assigns, transfers and conveys to Buyer, its successors and assigns, all right, title and interest in and to the Purchased IP, together with all goodwill associated therewith.

4. Buyer assumes all obligations of Seller with respect to the Purchased IP arising or occurring on or after the Effective Date of this Bill of Sale.

5. Nothing in this Bill of Sale, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Seller and Buyer and their respective successors and assigns any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Bill of Sale shall be for the sole and exclusive benefit of Seller and Buyer and their respective successors and assigns. No person or entity shall be a third party beneficiary of this Bill of Sale.

6. Neither the making nor the acceptance of this Bill of Sale shall enlarge, restrict or otherwise modify the terms of the Agreement or constitute a waiver or release by Seller or Buyer of any liabilities, duties or obligations imposed upon either of them by the terms of the Agreement including, without limitation the representations, warranties, covenants and indemnities, and other provisions that the Agreement provides shall survive the date hereof.

7. This Bill of Sale is being executed by Seller and Buyer and shall be binding upon Seller and Buyer, and their respective successors and assigns.

8. This Bill of Sale shall be governed by and construed in accordance with the substantive and procedural laws of the Commonwealth of Pennsylvania without regard to the law of conflicts of law and without regard to any rule of interpretation or construction relating to which party drafted this Bill of Sale. Any legal suit, action or proceeding arising out of or based upon this Bill of Sale or the transactions contemplated hereby may be instituted, at the election of the filing party, (a) in the federal courts of the United States of America or the courts of the State of Texas, in each case located in the city of Dallas and County of Dallas, or (b) in the federal courts of the United States of America or the courts of the Commonwealth of Pennsylvania, in each case located in the city of Philadelphia and County of Montgomery, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding..

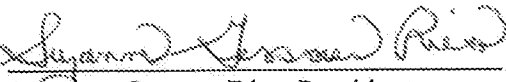
9. In the event that any provision or any part thereof of this Bill of Sale is found invalid or unenforceable by a court of competent jurisdiction, such invalid or unenforceable provision or part thereof shall be modified to the extent necessary to eliminate such invalidity or unenforceability and to the extent any invalidity or unenforceability remains, it shall not affect the validity or enforceability of the remaining part of such provision or any other provision of this Bill of Sale.

10. This Bill of Sale may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one agreement. Counterpart copies of this Bill of Sale may be signed and exchanged by e-mail or facsimile. Such copies so signed and exchanged shall be fully binding.

IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale to be duly executed as of February 28, 2019, and effective as of the Effective Date.

SELLER:

GESSNER PRODUCTS COMPANY, INC.

By: 
Suzanne Gessner Ries, President

BUYER:

NEW THERMO-SERV, LTD.

By: RWH GenPar LLC, its general partner

By: _____
Dwayne Warren, Vice President

IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale to be duly executed as of February ~~2~~ 2019, and effective as of the Effective Date.

SELLER:

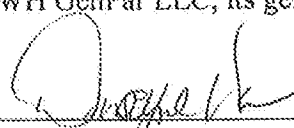
GESSNER PRODUCTS COMPANY, INC.

By: _____
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BUYER:

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By: RWH GenPar LLC, its general partner

By:  _____
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