

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Airexcel, Inc.		12/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Marvair, Inc.		
Street Address:	156 Seedling Drive		
City:	Cordele		
State/Country:	GEORGIA		
Postal Code:	31015		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5531100	CLASSAIRE	
Registration Number:	4689851	COIL COP	
Registration Number:	4689850	COIL COP	
Registration Number:	2669045	COMPAC	
Registration Number:	3868130	DYNAPACK	
Registration Number:	2666247	EUBANK	
Registration Number:	3755669	GREENCUBE	
Registration Number:	2666481	GREENWHEEL	
Registration Number:	4838574	INDUSTRIAL CLIMATE ENGINEERING	
Registration Number:	2728803	MARVAIR	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		

CH \$265.00 5531100

ATTORNEY DOCKET NUMBER:	46987-1-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	01/03/2020

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of December 31, 2019 ("Effective Date"), is entered into by and between Airxcel, Inc., a Delaware corporation ("Assignor"), and Marvair, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement dated December 31, 2019 (the "Agreement").

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, and the foreign applications for trademark registration set forth on Schedule D attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all other countries, including, without limitation, (i) all applications, registrations, issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Marks, (ii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (iii) all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and (iv) all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

AIRXCEL, INC.



Name: Matt Lischick

Title: Vice President

MARVAIR, INC.



Name: Matt Lischick

Title: Vice President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
CLASSAIRE	5531100	July 31, 2018
COIL COP	4689851	February 17, 2015
COIL COP and Design	4689850	February 17, 2015
COMPAC	2,669,045	December 31, 2002
DYNAPACK	3,868,130	October 26, 2010
EUBANK	2,666,247	December 24, 2002
GREENCUBE	3,755,669	March 2, 2010
GREENWHEEL	2,666,481	December 24, 2002
INDUSTRIAL CLIMATE ENGINEERING	4,838,574	October 20, 2015
MARVAIR	2,728,803	June 24, 2003

SCHEDULE B
U.S. TRADEMARK APPLICATIONS

None.

SCHEDULE C

FOREIGN TRADEMARK REGISTRATIONS

Mark	Country	Registration No.	Registration Date
COMPAC	EU	2602993	May 22, 2003
MARVAIR	CN	9118354	February 21, 2012
MARVAIR	EU	2602977	May 22, 2003
DYNAPACK	CA	TMA829194	August 7, 2012
INDUSTRIAL CLIMATE ENGINEERING	WO	1231455	December 12, 2014
ICE and Design	CA	TMA991473	February 27, 2018

SCHEDULE D
FOREIGN TRADEMARK APPLICATIONS

None.