

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlantic Shores Corporation		01/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PB Heat, LLC		
Street Address:	131 S. Church Street		
City:	Bally		
State/Country:	PENNSYLVANIA		
Postal Code:	19503		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3541662	PUREFIRE	
Registration Number:	2731557	PEERLESS	
Registration Number:	2183497	PEERLESS	
Registration Number:	2728793	PEERLESS	
Registration Number:	2705413	PINNACLE	
Registration Number:	2189191	PARTNER	
Registration Number:	2400413	FLEX-HEAT	
Registration Number:	2921647	PAVILION	
Registration Number:	3246651	PARTS TO YOUR DOOR	
CORRESPONDENCE DATA			
Fax Number:	2152415306		
<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:	2152415303		
Email:	lsmith@liacouraslaw.com		
Correspondent Name:	Leslie H Smith		
Address Line 1:	1515 Market Street, Suite 808		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102		
NAME OF SUBMITTER:	Leslie H Smith		

OP \$240.00 3541662

SIGNATURE:	/Leslie H Smith/
DATE SIGNED:	10/25/2019
Total Attachments: 13 source=ASC PB Heat Intellectual Property Assignment Agreement (Executed)#page1.tif source=ASC PB Heat Intellectual Property Assignment Agreement (Executed)#page2.tif source=ASC PB Heat Intellectual Property Assignment Agreement (Executed)#page3.tif source=ASC PB Heat Intellectual Property Assignment Agreement (Executed)#page4.tif source=ASC PB Heat Intellectual Property Assignment Agreement (Executed)#page5.tif source=ASC PB Heat Intellectual Property Assignment Agreement (Executed)#page6.tif source=Equity Purchase Agreement (Norwitz ASC PB Heat Executed) Redacted#page1.tif source=Equity Purchase Agreement (Norwitz ASC PB Heat Executed) Redacted#page2.tif source=Equity Purchase Agreement (Norwitz ASC PB Heat Executed) Redacted#page3.tif source=Equity Purchase Agreement (Norwitz ASC PB Heat Executed) Redacted#page4.tif source=Equity Purchase Agreement (Norwitz ASC PB Heat Executed) Redacted#page5.tif source=Equity Purchase Agreement (Norwitz ASC PB Heat Executed) Redacted#page6.tif source=Equity Purchase Agreement (Norwitz ASC PB Heat Executed) Redacted#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of January 7, 2019, is made by ATLANTIC SHORES CORPORATION, a Delaware corporation (“**Seller**”), in favor of PB HEAT, LLC, a Delaware limited liability company (“**Company**”).

WHEREAS, Company and Seller, both as “**Seller Entities**” entered into that certain Equity Purchase Agreement with Noritz USA Corporation (“**Noritz**”), among others, on December 16, 2018, as amended (the “**Equity Purchase Agreement**”) which provides for, among other things, the sale by the Seller of all of the outstanding equity stock of the Company to Noritz (the “**Transaction**”);

WHEREAS, as a condition precedent to the consummation of the Transaction under the Equity Purchase Agreement, Seller is to transfer and assign all “**Company Intellectual Property Rights**” (as such term is defined in the Equity Purchase Agreement) to the Company prior to closing of the Transaction;

WHEREAS, subject to the terms and conditions herein, Seller desires to convey, transfer, and assign to Company the Company Intellectual Property Rights, and shall execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Company, and Company hereby accepts, all of Seller’s right, title, and interest in and to the Company Intellectual Property Rights owned or exclusively licensed by Seller or the Company Parties, which are set forth in Schedule 1 hereto.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of any corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Company. Following the date hereof, upon Company’s reasonable request, and at Company’s sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Company 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Company, or any assignee or successor thereto.

3. Terms of the Equity Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Equity Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Company with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Equity 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 Equity Purchase Agreement and the terms hereof, the terms of the Equity Purchase Agreement shall govern.

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

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

6. Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ATLANTIC SHORES CORPORATION

By: [Signature]
Name: Douglas C. Shuff
Title: President
Address for Notices: 103 Foulk Road, Suite 202, Wilmington, DE 19803

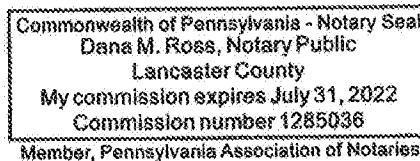
ACKNOWLEDGMENT

STATE OF)
PENNSYLVANIA)SS.
COUNTY OF LANCASTER)

On the 4th day of January, 2019, before me personally appeared Douglas C. Shuff, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Atlantic Shores Corporation, and acknowledged the instrument to be the free act and deed of Atlantic Shores Corporation for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name: DANA M. ROSS

My Commission Expires:



AGREED TO AND ACCEPTED:

PB HEAT, LLC

By: *D.C. Shuff*
Name: Douglas C. Shuff
Title: Sole Manager
Address for Notices: 131 S. Church Street,
Bally, PA 19503

ACKNOWLEDGMENT

STATE OF)
PENNSYLVANIA)SS.

COUNTY OF LANCASTER)

On the 4th day of January, 2019, before me personally appeared Douglas C. Shuff, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Sole Manager of PB HEAT, LLC, and acknowledged the instrument to be the free act and deed of PB HEAT, LLC for the uses and purposes mentioned in the instrument.


Dana M. Ross
Notary Public
Printed Name: Dana M. Ross

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
Dana M. Ross, Notary Public
Lancaster County
My commission expires July 31, 2022
Commission number 1285036
Member, Pennsylvania Association of Notaries


SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

	Registration No.	Country
PUREFIRE (boilers for heating installations; electrical boilers; furnace boilers; heating boilers; industrial boilers)	3,541,662	United States
 (gas and oil fired boilers; indirect fired hot water heaters)	2,731,557	United States
PEERLESS (oil and gas fired cast iron hot water and steam heating boilers)	2,183,497	United States
PEERLESS (tank type domestic hot water heaters fired by remote hot water boilers)	2,728,793	United States
PINNACLE (gas fired hot water boilers)	2,705,413	United States
PARTNER (indirect fired domestic hot water heaters)	2,189,191	United States
FLEX-HEAT	2,400,413	United States

6685213.1
70391-0012/142741425.2

6685213.2

(oil- and gas-fired cast iron hot water and steam heating boilers and indirect fired hot water heaters)		
PAVILION (air conditioners)	2,921,647	United States
 (on-line retail services, for wholesalers and contractors in the heating/ventilation/air conditioning (HVAC), plumbing and home improvement industry, featuring heating, air conditioning, and plumbing supplies, household appliances)	3,246,651	United States
PEERLESS (gas and oil fired boilers and hot water heaters)	3279971	China

EQUITY PURCHASE AGREEMENT

by and among
NORITZ CORPORATION,
NORITZ USA CORPORATION,
ATLANTIC SHORES CORPORATION,
PB HEAT, LLC
and
DOUGLAS SHUFF
Dated December 16, 2018

REDACTED
(PAGES 2 – 73)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property Rights” means all rights in or affecting intellectual or industrial property or other proprietary rights existing now or in the future in any jurisdiction, including with respect of the following: (i) patents and patent applications, as well as any reissues, continuations,

divisions, extensions or reexaminations thereof, including the right to file other or further applications and claim priority thereto, (ii) trademarks, service marks, trade dress, trade names, entity names and registrations, renewals, and applications for registration thereof, together with all of the goodwill associated therewith, (iii) copyrights and applications for registration thereof, (iv) domain names, uniform resource locators and other names and locators associated with the internet, including applications and registrations thereof, (v) all proprietary information and materials, whether or not patentable or copyrightable, and whether or not reduced to practice, including all technology, ideas, research and development, inventions, designs, manufacturing and operating specifications and processes, schematics, know-how, formulae, customer and supplier lists, shop rights, designs, drawings, patterns, trade secrets, confidential information, technical data, databases, data compilations and collections, web addresses and sites, software, architecture, and documentation, (vi) all other intangible assets, properties and rights, and (vii) all claims, causes of action and rights to sue for past, present and future infringement of any of the foregoing, the right to file applications and obtain registrations, all copies and tangible embodiments of any of the foregoing (in whatever form or medium), and all proceeds, rights of recovery and revenues arising from or pertaining to any and all of the foregoing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

INTENDING TO BE LEGALLY BOUND, the undersigned Parties have executed this Equity Purchase Agreement as of the date first written above.

PARENT:

NORITZ CORPORATION

By: 岡井 総一郎
Name: _____
Title: _____

BUYER:


NORITZ USA CORPORATION

By: Jay Hassel
Name: Jay Hassel
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO EQUITY PURCHASE AGREEMENT]

SELLER:


ATLANTIC SHORES CORPORATION

By: 
Name: Douglas Shuff
Title: _____

Attention: _____
Fax: _____
Email: _____

COMPANY:

PB HEAT, LLC

By: 
Name: Douglas Shuff
Title: _____

Attention: _____
Fax: _____
Email: _____

[SIGNATURE PAGE TO EQUITY PURCHASE AGREEMENT]

REDACTED
(PAGES 76 – 131)