

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM565514

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|---|--|------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Heat Transfer Products Group, LLC | | 02/25/2020 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | Rheem Manufacturing Company | | |
| Street Address: | 1100 Abernathy Road NE, Suite 1700 | | |
| Internal Address: | 500 Northpark Town Center | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30328 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4746026 | COLDZONE | |
| Registration Number: | 4563756 | HTPG | |
| Registration Number: | 4587758 | KRAMER | |
| Registration Number: | 4587759 | RUSSELL | |
| Registration Number: | 5181923 | THE NEW DEGREE OF COLD | |
| Registration Number: | 4571546 | THERMOBANK | |
| Registration Number: | 4591942 | WITT | |
| Registration Number: | 4563755 | | |
| 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> | | | |
| Phone: | 4048853330 | | |
| Email: | trademarks@troutman.com | | |
| Correspondent Name: | Michael D. Hobbs, Jr., Esq. | | |
| Address Line 1: | 600 Peachtree St NE | | |
| Address Line 2: | Suite 3000 | | |
| Address Line 4: | Atlanta, GEORGIA 30308 | | |

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|---|-----------------------|
| ATTORNEY DOCKET NUMBER: | 256042.HTPGAssignment |
| NAME OF SUBMITTER: | Jona N. Mays |
| SIGNATURE: | /Jona N. Mays, Esq./ |
| DATE SIGNED: | 03/05/2020 |
| Total Attachments: 3 source=TRADEMARK ASSIGNMENT- HTPG to Rheem#page1.tif source=TRADEMARK ASSIGNMENT- HTPG to Rheem#page2.tif source=TRADEMARK ASSIGNMENT- HTPG to Rheem#page3.tif | |

TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is made as of the date last executed below ("**Effective Date**") and entered into by and between Heat Transfer Products Group, LLC, a Delaware limited liability company with an address of 500 Northpark Town Center, 1100 Abernathy Road, North East, Suite 1700, Atlanta, Georgia, 30328 ("**Assignor**") and Rheem Manufacturing Company, a Delaware corporation with an address of 500 Northpark Town Center, 1100 Abernathy Road, North East, Suite 1700 ("**Assignee**" and together with the Assignor, each a "**Party**", and collectively, the "**Parties**").

WHEREAS, Assignor is the current owner of the United States trademark registrations listed in **Schedule A** (collectively, the "**Assigned Trademarks**"), and

WHEREAS, the Parties intend and agree that Assignee should own the Assigned Trademarks.

NOW THEREFORE, in consideration of the mutual agreements herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to each Assigned Trademark, including without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of any country or jurisdiction, now or hereafter in effect together with the good will associated with each Assigned Trademark. Assignee shall hold the rights to the foregoing for and during the existence of such Assigned Trademarks, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable U.S. state office or registrar), to record Assignee as the owner of the Assigned Trademarks, and to issue the Assigned Trademarks to Assignee, as assignee of the entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

3. Further Assurances. Assignor further agrees to diligently execute any additional documents or take any other actions, at Assignee's reasonable request, for the purposes of consummating the transactions contemplated hereunder.

IN WITNESS WHEREOF, each of the Parties hereto have caused this Assignment to be signed by a person duly authorized, all as of the Effective Date.

HEAT TRANSFER PRODUCTS GROUP,
LLC

RHEEM MANUFACTURING
COMPANY

By: 

By: 

Name: Scott Bates

Name: Scott Bates

Title: Vice President and Secretary

Title: Vice President, Chief Legal Officer
and Secretary

Date: February 25, 2020

Date: February 25, 2020

SCHEDULE A

| Jurisdicti on | Mark | Reg. No./Ser. No. | Filing Date | Registration Date |
|--------------------------|---|------------------------------|----------------------|--------------------------|
| US | <u>COLDZONE</u> | RN: 4746026 SN: 86127767 | November 24, 2013 | June 2, 2015 |
| US | <u>HTPG</u> | RN: 4563756 SN: 86127769 | November 24, 2013 | July 8, 2014 |
| US | <u>KRAMER</u> | RN: 4587758 SN: 86127771 | November 24, 2013 | August 19, 2014 |
| US | <u>RUSSELL</u> | RN: 4587759 SN: 86127772 | November 24, 2013 | August 19, 2014 |
| US | <u>THE NEW DEGREE OF COLD</u> | RN: 5181923 SN: 86185201 | February 5, 2014 | April 11, 2017 |
| US | <u>THERMOBAN K</u> | RN: 4571546 SN: 86127775 | November 24, 2013 | July 22, 2014 |
| US | <u>WITT</u> | RN: 4591942 SN: 86127776 | November 24, 2013 | August 26, 2014 |
| US | <u>Design Only</u>  | RN: 4563755 SN: 86127765 | November 24, 2013 | July 8, 2014 |