

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570782

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900542768		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wolverine Tube, Inc.		12/28/2018	Corporation:
WT Holding Company, Inc.		12/28/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Wieland Microcool, LLC		
Street Address:	2100 Market Street NE		
City:	Decatur		
State/Country:	ALABAMA		
Postal Code:	35601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4522809	MICROCOOL TOOL	
Registration Number:	3832460	MICRO COOL	
Registration Number:	4114827	MICROCOOL	
Registration Number:	4258705	MICROCOOL-CLAD	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<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:	2163485400		
Email:	ipmailbox@mcdonaldhopkins.com		
Correspondent Name:	McDonald Hopkins LLC		
Address Line 1:	600 Superior Avenue, East, Suite 2100		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	46314-00051		
NAME OF SUBMITTER:	Kimberly Hefner		
SIGNATURE:	/Kimberlyl Hefner/		
DATE SIGNED:	04/07/2020		

Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of December 28, 2018 (the "Effective Date"), is by and among Wolverine Tube, Inc., a Delaware corporation ("Parent"), WT Holding Company, Inc., a Delaware corporation ("Parent Affiliate" and collectively with Parent, the "Assignors"), and Wieland Microcool, LLC, a Delaware limited liability company (the "Assignee"). The parties hereto are herein each referred to as a "Party" and collectively as the "Parties". All initially-capitalized terms used but not otherwise defined in this Agreement will have the meanings assigned to them in the Contribution Agreement (defined below).

WITNESSETH:

WHEREAS, the Assignors and the Assignee have entered into a Contribution Agreement, dated as of December 28, 2018 (the "Contribution Agreement"), pursuant to which the Assignors agreed to contribute to the Assignee all of their respective right, title and interest in and to the Contributed Assets free and clear of all Encumbrances, on the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Contribution Agreement, the Assignee hereby agrees to accept from the Assignors, and the Assignors hereby agree to contribute, assign, transfer, convey and deliver to the Assignee, all of their respective right, title and interest in all of each Assignors' right, title and interest in, to and under all of the trademarks listed in Schedule 1 hereto, together with all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Assignment. Effective as of the Effective Date, each Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases and accepts from each Assignor, all of each Assignor's right, title and interest in, to and under the Trademarks.

Section 2. Further Assurances. Each Assignor undertakes to execute and deliver, and/or cause to be executed and delivered, any documents, agreements and instruments necessary for the assignment described herein, and to take all other actions as may be necessary to implement the provisions of this Agreement in a timely manner, to including such documents and actions as may be reasonably requested by Assignee to assist Assignee in any such recordings or transfers to give effect to, document and record the assignment to Assignee under this Agreement. To the fullest extent permitted by applicable law, each Assignor hereby authorizes the Assignee and its designees, and gives the Assignee and its designees its irrevocable power of attorney, with full power of substitution, which authorization shall be coupled with an interest, to take any and all steps in each Assignor's name and behalf that are necessary or desirable in the reasonable

determination of the Assignee and its designees assign, transfer, endorse, negotiate, deposit or otherwise realize on any Trademark or any writing of any kind in connection with any Trademark if any Assignee does not do so within a reasonable period of time after receipt of a request from the Assignor. The Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

Section 3. Entire Agreement. This Agreement and the Contribution Agreement constitute the entire agreement between the Parties with respect to the transaction contemplated by this Agreement and supersedes any prior understanding, written or oral, with respect to such transaction. This Agreement may only be amended upon the written agreement of each Party. In the event of any conflict between this Agreement and the Contribution Agreement, the provisions of the Contribution Agreement will control.

Section 4. Counterparts. This Agreement may be executed in one or more parts by the Parties on separate counterpart or facsimile copies each of which when so executed by either Party shall be an original, but all executed counterparts of facsimile copies shall together constitute but one Agreement.

Section 5. Governing Law. The validity, interpretation and enforcement of this Agreement will be governed by the laws of the State of Delaware, other than the choice of law provisions thereof that would cause the laws of another state to apply.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNORS:

WOLVERINE TUBE, INC.

By: 

Name: Julie Smith

Title: CFO

WT HOLDING COMPANY, INC.

By: 

Name: Julie Smith

Title: CFO

ASSIGNEE:

WIELAND MICROCOOL, LLC

By: _____

Name: Therron Jones

Title: Director

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNORS:

WOLVERINE TUBE, INC.

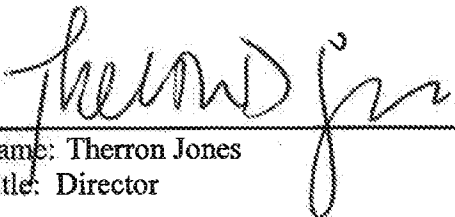
By: _____
Name: Julie Smith
Title: CFO

WT HOLDING COMPANY, INC.

By: _____
Name: Julie Smith
Title: CFO

ASSIGNEE:

WIELAND MICROCOOL, LLC

By:  _____
Name: Therron Jones
Title: Director

Schedule 1

Trademarks

UNITED STATES TRADEMARKS AND PENDING APPLICATIONS

Country Name	Title	Registration #	Filed Date	Registration Date	Status	Status
UNITED STATES	MICROCOOL TOOL	4,522,809	11/12/2012	4/29/2014	REGISTERED	Renewal date 04/29/2024
UNITED STATES	MICRO COOL	3,832,460	7/7/2008	8/10/2010	REGISTERED	Renewal date 08/10/2021
UNITED STATES	MICROCOOL	4,114,827	8/4/2011	3/20/2012	REGISTERED	Renewal date 03/20/2022
UNITED STATES	MICROCOOL-CLAD	4,258,705	9/2/2011	12/11/2012	REGISTERED	Renewal date 12/11/2022

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[Schedule 1 to Trademark Assignment Agreement]

TRADEMARK
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FOREIGN TRADEMARKS AND PENDING APPLICATIONS

Country Name	Title	Registration #	Filed Date	Registration Date	Status	Status
WIPO	MICROCOOL (protection granted in China, Germany, European Union and Japan)	1090681		8/23/2011	REGISTERED	Renewal date 08/23/2021
WIPO	MICROCOOL-CLAD (protection granted in Germany, Spain, United Kingdom, Italy and France)	1097976		9/19/2011	REGISTERED	Renewal date 09/19/2021

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[Schedule I to Trademark Assignment Agreement]

RECORDED: 03/31/2020

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