

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hale Industries, Inc.		11/02/2020	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Delta T, LLC		
Street Address:	2348 Innovation Drive		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40511		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4673901	COOL-SPACE	
Registration Number:	4788167	COOL-SPACE	
CORRESPONDENCE DATA			
Fax Number:	8592520779		
<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:	8592520889		
Email:	uspto@iplaw1.net, lucie@iplaw1.net		
Correspondent Name:	Andrew D. Dorisio		
Address Line 1:	800 CORPORATE DRIVE, SUITE 200		
Address Line 4:	LEXINGTON, KENTUCKY 40503		
ATTORNEY DOCKET NUMBER:	1527-735 CRR		
NAME OF SUBMITTER:	Andrew D. Dorisio		
SIGNATURE:	/Andrew D. Dorisio/		
DATE SIGNED:	11/04/2020		
Total Attachments: 4			
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source=Trademark Assignment - Hale Industries to Delta T LLC - final - executed - with schedule A#page3.tif			
source=Trademark Assignment - Hale Industries to Delta T LLC - final - executed - with schedule A#page4.tif			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made among Hale Industries, Inc., an Indiana corporation having a place of business at 315 N. Madison St., Fortville, IN, 46040 (US) (the "Assignor"), and Delta T, LLC, a Kentucky limited liability company, having a place of business at 2348 Innovation Drive, Lexington KY 40511 (the "Assignee") (each a "party" and collectively, the "parties").

WHEREAS, Assignor is the owner of certain trademark rights set forth on Schedule A hereto (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby conveys, assigns and transfers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, including any and all goodwill symbolized thereby, all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Further Assurances.

(a) Assignor shall (i) execute and deliver at the request of the Assignee, all papers, instruments and assignments, and perform any other reasonable acts the Assignee may require in order to (A) update the public records with the correct registered owner's name of any of the Trademarks and/or (B) vest all Assignor's rights, title, and interest in and to the Trademarks in the Assignee and (ii) provide reasonable evidence as necessary to document any of the foregoing.

(b) Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts in order to vest in Assignee or record in the name of Assignee all of Assignor's right, title, and interest in and to the Trademarks with the same legal force and effect as if executed by Assignor.

3. Due Authorization. Assignor hereby authorizes and requests the appropriate official of any applicable Governmental Authority to record this Assignment and issue any and all registrations from any and all applications for registration included in the Trademarks or any renewals of the same to and in the name of Assignee.

4. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

HALE INDUSTRIES, INC.

By: [Signature] _____ Date _____
(Signature)

Michael C. Hale
(Print or type name)

President
(Print or type title)

State of Indiana)
County of Madison)

On this 1st day of November, the year 2020, before me personally appeared Michael C. Hale, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he or she executed the same for the uses and purposes therein set forth.

My commission expires: 03.29.2023

SEAL

[Signature]
NOTARY PUBLIC Julie N. Hartin



My County of Residence: Hamilton

DELTA T LLC

By: *Joe Miller*
Joe Miller, Senior Vice President
General Counsel, and Secretary

11/2/2020
Date

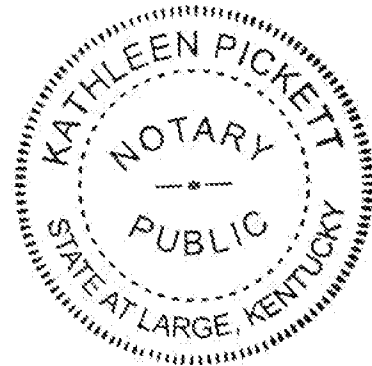
Commonwealth of Kentucky)
)
County of Fayette)

On this 2nd day of November, the year 2020, before me personally appeared Joe Miller, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he or she executed the same for the uses and purposes therein set forth.

My commission expires: 10.24.2023

SEAL

Kathleen Pickett
NOTARY PUBLIC



Schedule A

<u>Country Name</u>	<u>Mark</u>	<u>Application Number</u>	<u>Registration Number</u>
United States	Cool-Space	86112531	4,673,901
United States	Cool-Space and Design	86113275	4,788,167

Unregistered Trademarks

COOLSPACE
COOLSPACE Evaporative Cooling
COOL-SPACE Evaporative Cooling
BLIZZARD
FLURRY
FLURRYHV
AVALANCHE
GLACIER
ECONOMY
Intuitive Control Panel
Fill Up Plug in Cool Down
Natures Cooling Solution
American Made Products by an American Owned Company
HIGH QUALITY. ROBUST. AMERICAN BUILT.