

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keltech, Inc.		12/31/2020	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Bradford White Corporation		
Street Address:	725 Talamore Drive		
City:	Amber		
State/Country:	PENNSYLVANIA		
Postal Code:	19002		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4579888	KELTECH	
Registration Number:	4443199	K KELTECH INCORPORATED	
Registration Number:	1282336	ACUTEMP	
CORRESPONDENCE DATA			
Fax Number:	6163367000		
<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:	6163366000		
Email:	trademarks@varnumlaw.com		
Correspondent Name:	Timothy E. Eagle		
Address Line 1:	333 Bridge Street, P.O. Box 352		
Address Line 4:	Grand Rapids, MICHIGAN 49504		
NAME OF SUBMITTER:	Timothy E. Eagle		
SIGNATURE:	/Timothy E. Eagle/		
DATE SIGNED:	01/22/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of December 31, 2020, is made by Keltech, Inc. ("**Seller**"), a Wisconsin corporation, located at W142 N9101 Fountain Blvd., Menomonee Falls, Wisconsin 53051, in favor of Bradford White Corporation ("**Buyer**"), a Delaware corporation, located at 725 Talamore Drive, Amber, Pennsylvania, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement dated as of December 31, 2020 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions, as appropriate;

NOW THEREFORE, Seller agrees 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 Buyer all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, foreign counterparts, and renewals thereof (the "**Patents**");

(b) the trademark registrations, trademark applications, established common law trademarks, and potential common law trademarks set forth on Schedule 0 hereto and all issuances, extensions, foreign counterparts, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations, copyright applications for registration, and potential copyrightable subject matter set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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

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

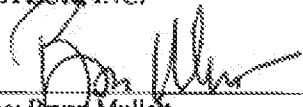
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

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

KELTECH INC.

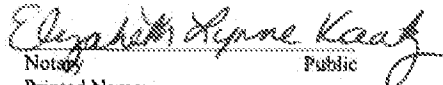
By: 
Name: Bryan Mullett
Title: CEO

Address for Notices:
c/o Bradley Corporation
W142N9101 Fountain Boulevard
Menomonee Falls, Wisconsin 53051

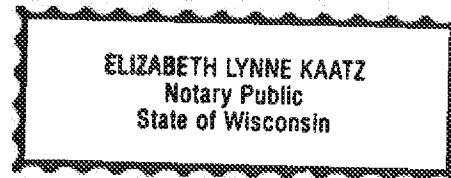
ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF Waushara)SS
)

On the 16th day of December, 2020, before me personally appeared Bryan Mullett, 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, and acknowledged the instrument to be for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name:
Elizabeth Lynne Kaatz

My Commission Expires: 1.22.21



[Signature page to Intellectual Property Assignment Agreement re Keltech]

AGREED TO AND ACCEPTED:

BRADFORD WHITE CORPORATION

By: [Signature]

Name: R. Bruce Carnevale

Title: President and Chief Executive Officer

Address for Notices:
725 Talamore Drive
Ambler, PA 19002

ACKNOWLEDGMENT

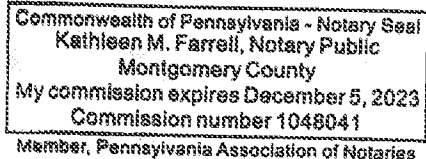
STATE OF Pennsylvania)
COUNTY OF Montgomery)SS.
)

On the 16th day of December, 2020, before me personally appeared R. Bruce Carnevale, 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, and acknowledged the instrument to be for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public

Printed Name:

My Commission Expires: 12/5/2023



[Signature page to Intellectual Property Assignment Agreement re Keltech]

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Emergency shower and eyewash station with temperature control	US	US 7,007,316	03-07-2006
	US	US 7,243,381	07-17-2007
On-demand water heating system	US	US 8,787,742	07-22-2014
	CA	CA2784312C	02-24-2015
Modular manifold for a tankless water heater	US	US 9,574,792	02-21-2017
	CA	CA2949830C	03-05-2019
	UK	GB2540513B	05-20-2020
Connection assembly	US	US 9,964,241	05-08-2018
	UK	GB2533862	09-02-2020


Patent Applications

Title	Jurisdiction	Application/Publication Number	Filing Date
Electronic temperature control system for a tankless water heater	JP	JP25761190A	09-28-1990
Modular distribution line for a water heater	DE	DE112015002523.5T	05-21-2015
Modular manifold for a tankless water heater	PCT	US2015/031947	05-21-2015
	US	15/436,425	02-17-2017
Connection assembly	PCT	US2014/041082	06-05-2014
Connection	DE	DE112014002713.8T	06-05-2014

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark/Design	Jurisdiction	Registration Number	Registration Date
KELTECH	US	4579888	08-05-2014
K INCORPORATED 	US	4443199	12-03-2013
ACUTEMP	US	1282336	06-19-1984

Trademark Applications (None Identified)

Established Common Law Trademarks

Mark/Design	Example URL
INTEGRIFILL (IntegriFill)	https://www.bradleycorp.com/keltech-tankless-water-heaters
TEPIDGUARD (TepidGuard)	https://site.bradleycorp.com/download/4978/Bradley_Keltech_S19361EP.pdf

Potential Common Law Trademarks

Mark/Design	Example URL
HL Series	https://www.bradleycorp.com/product/commercial-tankless-water-heater
C1N Series	https://www.bradleycorp.com/product/light-industrial-tankless-water-heater-liquid-cooled
C2N Series	https://www.bradleycorp.com/product/light-industrial-tankless-water-heater-fan-cooled
CNA Series	https://www.bradleycorp.com/product/large-industrial-tankless-water-heater
CLE Series	https://www.bradleycorp.com/product/emergency-eye-wash-tankless-water-heater
SNA Series	https://www.bradleycorp.com/product/emergency-safety-shower-tankless-water-heater

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations (None Identified)

Copyright Applications (None Identified)

Potential Copyrightable Subject Matter*

Mark/Design	Example URL
Keltech Water Heaters Catalog	http://www.bradleycorp.com/mediamanager/view/12399/4155_Keltech_Water_Heaters_Catalog.pdf
Hot Water Management Brochure	http://www.bradleycorp.com/mediamanager/view/25445/Hot_Water_Management_brochure
Keltech HL Series Overview (Commercial)	http://www.bradleycorp.com/mediamanager/view/12316/4206_Keltech_HL_Series_Overview_Commercial.pdf
Keltech C1N & C2N Series Overview	http://www.bradleycorp.com/mediamanager/view/11746/Keltech_C1N_&_C2N_Series_Overview.pdf
Keltech C1N Series	http://www.bradleycorp.com/mediamanager/view/8604/Keltech_C1N_Series.pdf
Keltech C2N Series	http://www.bradleycorp.com/mediamanager/view/8600/Keltech_C2N_Series.pdf
Keltech CNA Series Overview	http://www.bradleycorp.com/mediamanager/view/11747/Keltech_CNA_Series_Overview.pdf
Keltech CNA Series	http://www.bradleycorp.com/mediamanager/view/10220/Keltech_CNA_Series.pdf
Obsolete CN Series	http://www.bradleycorp.com/mediamanager/view/10032/Obsolete_CN_Series.pdf
Keltech CLE Series Overview	http://www.bradleycorp.com/mediamanager/view/11743/Keltech_CLE_Series_Overview.pdf
Keltech CLE Series	http://www.bradleycorp.com/mediamanager/view/8477/Keltech_CLE_Series.pdf
Keltech SNA Series Overview	http://www.bradleycorp.com/mediamanager/view/11745/Keltech_SNA_Series_Overview.pdf

Keltech SNA Series	https://www.bradleycorp.com/mediamanager/view/8052/Keltech_SNA_Series.pdf
Obsolete SN Series	https://www.bradleycorp.com/mediamanager/view/8479/Obsolete_SN_Series.pdf

*Other copyrightable subject matter includes product photos, marketing materials, and webpage contents.