

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM640673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Slant/Fin Corporation		04/19/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Mestek, Inc.		
Street Address:	260 North Elm Street		
City:	Westfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01085		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1554583	FINE/LINE	
Registration Number:	1554584	MULTI/PAK	
Registration Number:	0680448	SLANT/FIN	
Registration Number:	1968806	THE KICKER	
Registration Number:	5651054	REVITAL/LINE	
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:	4137365401		
Email:	snyder@gtv-ip.com		
Correspondent Name:	GROGAN, TUCCILLO & VANDERLEEDEN LLP		
Address Line 1:	1350 MAIN STREET		
Address Line 2:	5TH FLOORs		
Address Line 4:	springfield, MASSACHUSETTS 01103		
NAME OF SUBMITTER:	Nicholas j. tuccillo		
SIGNATURE:	/Nicholas J. Tuccillo/		
DATE SIGNED:	04/20/2021		
Total Attachments: 5			

OP \$140.00 1554583

source=Executed Trademark Assignment#page1.tif
source=Executed Trademark Assignment#page2.tif
source=Executed Trademark Assignment#page3.tif
source=Executed Trademark Assignment#page4.tif
source=Executed Trademark Assignment#page5.tif

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made effective as of April 19, 2021 (the "Effective Date"), and entered into by and between Slant/Fin Corporation, a New York corporation ("Assignor"), and Mestek, Inc., a Pennsylvania corporation ("Assignee").

Background

Concurrently with the execution and delivery of this Agreement, Assignor, Assignee and certain other parties are entering into that certain Asset Purchase Agreement (the "APA"). Pursuant to the terms and conditions of the APA, Assignor has agreed to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest, in and to the Acquired Trademarks, which are listed on Schedule A attached hereto. Capitalized terms not otherwise defined by this Agreement have the meanings given by the APA.

NOW, THEREFORE, in consideration for the Asset Purchase Transaction and the mutual covenants contained herein and in the APA, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **Assignment of Acquired Trademarks.** Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Acquired Trademarks in the United States and any other registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated therewith and all other corresponding rights that are or may be secured under applicable Law, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all income, royalties or payments becoming due or payable from and after the Effective Date or thereafter, including, without limitation, all claims for damages by reason of any infringement or other unauthorized use of the Acquired Trademarks arising from and after the Effective Date, with the right to sue for and collect the same in Assignee's own name.

2. **Record of Assignment.** Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Acquired Trademarks.

3. **Further Assurances.** Assignor will take, and will cause its employees and independent contractors to take, at Assignee's sole cost and expense, all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, and other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Agreement, including, without limitation, with respect to the following: (a) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (b) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Acquired Trademarks and this Agreement; (c) obtaining by Assignee any additional protection relating to the rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (d) in the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

4. **Acceptance and Assumption.** Assignee hereby accepts the sale, assignment and transfer of the Assets in accordance with and subject to the terms hereof. Assignee hereby assumes all liabilities and obligations relating to the Assets arising from and after the Effective Date.

5. **Governing Law.** This Agreement will be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any conflict of laws rule that would cause the application of the laws of any other jurisdiction.

6. **Counterparts; Digital Execution.** This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement. Facsimile or scanned signatures transmitted by electronic mail will be as valid as original signatures.

[Signatures on Following Page.]

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT
COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below their signatures but effective as of the Effective Date.

ASSIGNOR:

SLANT/FIN CORPORATION

By: _____
Adam Dubin, Chief Executive Officer

Date: _____

ASSIGNEE:

MESTEK, INC.

By:  _____

Name/Title: TIMOTHY D. MARKEZ
EXECUTIVE VICE PRESIDENT

Date: 4/19/2021

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT
COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below their signatures but effective as of the Effective Date.

ASSIGNOR:

SLANT/FIN CORPORATION

By: 

Adam Dubin, Chief Executive Officer

Date: Apr. 19, 2021

ASSIGNEE:

MESTEK, INC.

By: _____

Name/Title: _____

Date: _____

Schedule A

<u>Mark</u>	<u>Reg. No.</u>	<u>Country</u>
FINE/LINE	1,554,583	United States
MULTI/PAK	1,554,584	United States
SLANT/FIN	0,680,448	United States
THE KICKER	1,968,806	United States
REVITAL/LINE & DESIGN	5,651,054	United States