

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STAC, Inc.		05/17/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Air Power Systems Co., LLC		
Street Address:	c/o TGP Investments II, LLC		
Internal Address:	4900 Main Street, Suite 900		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64112		
Entity Type:	Limited Liability Company: OKLAHOMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78052900	THERMAFLOW	
Serial Number:	86137424	STAC	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	314-259-2000		
Email:	susan.murphy@bcplaw.com		
Correspondent Name:	BRYAN CAVE LEIGHTON PAISNER LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 2:	SUITE 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	1089872.3		
NAME OF SUBMITTER:	Lucinda A. Althausser		
SIGNATURE:	/Lucinda A. Althausser/		
DATE SIGNED:	05/18/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”), including all schedules attached hereto, is entered into and made effective as of this 17th day of May, 2021 (the “Effective Date”), by and between STAC, Inc., a Minnesota corporation (“Assignor”), and Air Power Systems Co., LLC, an Oklahoma limited liability company (“Assignee”). Assignor and Assignee may be referred to in this Assignment each as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Assignor and Assignee, together with CT Holdings, Inc. as the Owner, are parties to that certain Asset Purchase Agreement effective as of the date hereof (the “Asset Purchase Agreement”); and

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, the Parties agreed that Assignor would transfer, or cause to be transferred, to Assignee, all Intellectual Property owned by such Assignor, including the Trademarks and applications and registrations therefor set forth on Schedule A attached hereto (collectively, the “Purchased Trademarks”) and all domain name registrations owned by Assignor, including the registered domain names set forth on Schedule B attached hereto (collectively, the “Purchased Domain Names”).

AGREEMENT

NOW, THEREFORE, in consideration of the execution of the Asset Purchase Agreement, the payment of consideration stipulated in the Asset Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. All capitalized terms not otherwise defined herein, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.
2. Subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee, and Assignee purchases, acquires, and accepts all of Assignor’s right, title, and interest in, to, and under the Purchased Trademarks and the Purchased Domain Names, together with all goodwill associated therewith and all income, royalties, damages, and payments earned or accrued as of the Closing or thereafter with respect thereto (including damages and payments for past, present, or future infringements or misappropriations thereof and the right to sue and recover for past, present, or future infringements or misappropriations thereof), free and clear of all Encumbrances except the Permitted Encumbrances. Assignor agrees to execute such further documents (but without incurring any material financial obligations) reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment, including, but not limited to: (i) providing all transfer approvals and otherwise completing any online procedures set forth by the registrar for the Purchased Domain Names that are necessary to transfer the Purchased Domain

Names, and (ii) cooperation in executing documents requested by Assignee to complete formalities for perfecting the assignment of all Purchased Trademarks and recordation of the assignment of the Purchased Trademark registrations with the appropriate governmental authorities.

3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate.

4. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and is subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions, and other provisions of the Asset Purchase Agreement. The Parties acknowledge that this Assignment and the Asset Purchase Agreement are intended to be consistent and complementary; however, in the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will control. Nothing contained herein shall be deemed to alter, modify, expand, or diminish the terms of the Asset Purchase Agreement.

5. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules or principles.

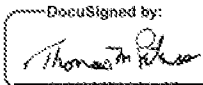
6. This Assignment may be executed by the parties in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

STAC, INC.

By: 
Name: Thomas M. Peterson
Title: President

ASSIGNEE:

AIR POWER SYSTEMS CO. LLC

By: _____
Name: Shane Parr
Title: Chairman

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed as of the Effective Date.

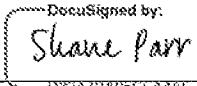
ASSIGNOR:

STAC, INC.

By: _____
Name: Thomas M. Peterson
Title: President

ASSIGNEE:

AIR POWER SYSTEMS CO. LLC

By:  _____
Name: Shane Parr
Title: Chairman

Schedule A

Purchased Trademarks

Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
U.S.	THERMAFLOW	78/052,900	Mar. 13, 2001	2,649,419	Nov. 12, 2002
Australia	THERMAFLOW	1675954	Feb. 19, 2015	1675954	Jan 10, 2017
Canada	THERMAFLOW	1,718,877	Mar. 11, 2015	945,686	Aug. 9, 2016
U.S.	STAC	86/137,424	Dec. 6, 2013	4,627,534	Oct. 28, 2014
Australia	STAC	1675953	Feb. 19, 2015	1675953	Nov. 23, 2016
Canada	STAC	1,718,876	Mar. 11, 2015	945,664	Aug. 9, 2016

Schedule A

Schedule B

Purchased Domain Names

Domain Name	Status	Expiration Date	Auto-renew	Lock	Listing Status
thermaflow.biz	Active	2/23/2022	On	Locked	Not Listed
thermaflow.co	Active	2/23/2022	On	Locked	Not Listed
THERMAFLOW.COM	Active	12/14/2022	On	Locked	Not Listed
thermaflow.info	Active	2/24/2022	On	Locked	Not Listed
THERMAFLOW.NET	Active	6/6/2021	On	Locked	Not Listed
THERMAFLOW.XXX	Active	12/12/2021	On	Locked	Not Listed

Schedule B