

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fabtech Industries, Inc.		05/27/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Warn Industries, Inc.		
Street Address:	12900 SE Capps Road		
City:	Clackamas		
State/Country:	OREGON		
Postal Code:	97015		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5409923	CRAWLER	
Registration Number:	3107263	DIRT LOGIC	
Registration Number:	2609044	FABTECH	
Registration Number:	4139970	RTS	
Registration Number:	4712669	STEALTH	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	312-781-6013		
Email:	citrademarks@klgates.com, valerie.swanson@klgates.com, kate.starshak@klgates.com		
Correspondent Name:	Kate Starshak c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
NAME OF SUBMITTER:	Kathryn Starshak		
SIGNATURE:	/Kathryn Starshak/		
DATE SIGNED:	06/04/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment") is made and entered into as of this 27th day of May, 2021 by and between Warm Industries, Inc., a Delaware corporation (the "Purchaser"), and Fabtech Industries, Inc., a California corporation (the "Company").

WHEREAS, the parties hereto have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, the Company has agreed to sell, convey, transfer, assign, and deliver to the Purchaser, and the Purchaser has agreed to assume, the Purchased Proprietary Rights (as defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Trademark Assignment but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. **Assignment.** The Company hereby sells, conveys, transfers, assigns, and delivers to the Purchaser and its successors and assigns, and the Purchaser hereby accepts, all of the Company's right, title, and interest in and to the following:

(a) the trademarks covered by the trademark registrations and trademark applications set forth in Schedule A, including all common law rights relating thereto, along with all other trademarks, service marks, trade names, trade dress, logos, business and product names and slogans included in the Purchased Proprietary Rights, together with the goodwill connected with the use of and symbolized by the foregoing, and registrations and applications for registration thereof (collectively, the "Trademarks");

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

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

3. **Recordation and Further Actions.** The Company authorizes the Commissioner for Trademarks in the U.S. Patent and Trademark Office, and any other governmental officials, to record and register this Trademark Assignment upon request by the Purchaser. Upon the reasonable request of the Purchaser, the Company shall take such steps and actions following the date hereof, at no cost to the Company, including the execution and delivery of any documents, files, registrations, or other similar items, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to the Purchaser, or any assignee or successor thereto.

4. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **Governing Law.** This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed wholly therein.

6. **Severability.** If any term or provision of this Trademark Assignment is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Trademark Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Trademark Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

7. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by 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 Trademark Assignment.

8. **No Third Party Beneficiaries.** This Trademark Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Trademark Assignment.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN TESTIMONY WHEREOF, the UNDERSIGNED have hereunto set their hand on the date indicated below.

* * * * *

FABTECH INDUSTRIES, INC.

By: [Signature]

Title: David James Winner

Date: Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

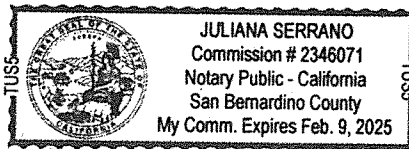
On 05-22-2021, before me, Juliana Serrano Notary Public
(insert name and title of the officer)

Notary Public, personally appeared David James Winner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



(Seal)

* * * * *

ACCEPTED BY:

WARN INDUSTRIES, INC.

By: Walter Hanley

Name: Walter P. Hanley

Title: Vice President

Date: May 27, 2021

WITNESS:

By: Patrick Fennel

Date: May 27, 2021

State of Illinois
 County of Cook
 On May 27, 2021, Kari Kloc
Notary Public

hereby confirm that the signature for Warn Industries, Inc.
 is that of Walter Hanley and that it has been shown
Name of Signatory

to me that Walter Hanley was, on the day of signing,
Name of Signatory

authorized to validly sign alone such an assignment on behalf of said
 company.

Notary
 Signature Kari Kloc



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

SCHEDULE A

Mark	Country	Registration Number	Registration Date
DIRT LOGIC	China	13617288	2/21/2015
FABTECH	China	13617287	2/28/2016
CRAWLER	U.S.	5409923	2/27/2018
DIRT LOGIC	U.S.	3107263	6/20/2006
FABTECH	U.S.	2609044	8/20/2002
RTS	U.S.	4139970	5/8/2012
STEALTH	U.S.	4712669	3/31/2015

[Schedule A]