

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thermaxx, LLC		07/21/2021	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	SPI LLC		
Street Address:	2101 Rexford Road		
Internal Address:	Suite 300 E		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28211		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4447487	THERMAXX	
CORRESPONDENCE DATA			
Fax Number:	4123556501		
<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:	412-355-6406		
Email:	patricia.foley@klgates.com		
Correspondent Name:	Robert A. Muha		
Address Line 1:	210 Sixth Avenue		
Address Line 2:	K&L Gates Center		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-2613		
NAME OF SUBMITTER:	Robert A Muha		
SIGNATURE:	/Robert A Muha/		
DATE SIGNED:	08/06/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is dated as of July 21, 2021, by and between Thermaxx, LLC, a Connecticut limited liability company (“Assignor”), and SPILLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, the parties have executed that certain Asset Purchase Agreement, dated the date hereof (the “Purchase Agreement”), by and among Assignor and Assignee, and those certain other parties thereto, pursuant to which, among other things, Assignee shall purchase from Assignor, and Assignor shall sell, convey, assign, transfer and deliver to Assignee, the Assets, including, without limitation the Marks (as defined below), upon the terms and conditions specified in the Purchase Agreement;

WHEREAS, Assignor is the owner of certain trademarks related to the Business, including but not necessarily limited to those listed on Schedule 1 attached hereto and including without limitation all unregistered and common law rights in such trademarks and any registration and application therefor (collectively, the “Marks”); and

WHEREAS, in connection with and pursuant to the Purchase Agreement, (1) Assignor wishes to assign and transfer all rights in the Marks to Assignee, and any application and registration therefor, together with all common law rights associated with the Marks and the goodwill associated therewith, and (2) Assignee wishes to acquire all rights in the Marks from Assignor and any application and registration therefor, together with all common law rights associated with the Marks and the goodwill associated therewith.

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 hereby agree as follows:

1. **Assignment**. Assignor, in accordance with and subject to the Purchase Agreement, hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Marks, including without limitation any application or registration therefor and any rights in the Marks existing at common law in any jurisdiction, and any trade name, business name or domain name incorporating the Marks, and any other rights Assignor may have in the Marks, together with the goodwill associated therewith, and together with all causes of action for the infringement of the Marks.

2. **Purchase Agreement Controls**. This Agreement is entered into pursuant to and is subject to all of the terms of the Purchase Agreement, and nothing herein shall be deemed to modify any of the representations, covenants, agreements, warranties and obligations of the parties thereunder. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Agreement and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.

3. **Further Assurances**. Each of the parties agrees to execute and deliver such other instruments or documents and take such other actions as shall be reasonably necessary to carry out

the purposes and intent of this Agreement, including the recordation and registration of this Agreement with the United States Patent and Trademark Office.

4. **Jurisdiction and Governing Law.** The validity, construction and interpretation of this Agreement, and all matters arising from or related to this Agreement, shall be governed by the laws of the State of Delaware, irrespective of its choice of law principles. Each of the parties submits to the exclusive jurisdiction of any state or federal court sitting in Wilmington, Delaware, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated herein. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto.

5. **Severability.** If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be deemed invalid or unenforceable, the remainder of this Agreement and application of such provisions to other Persons or circumstances shall not be affected.

6. **Headings.** The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7. **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that neither this Agreement nor any rights, benefits or obligations set forth herein shall be assigned by any of the parties hereto, except that after the Closing Date, Assignee may, without consent of any other party, assign this Agreement in connection with the sale of all or a substantial part of its assets. Except as otherwise provided herein, all of the covenants, terms, provisions and agreements contained herein shall be binding upon, and shall inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of each of the respective parties.

8. **Counterparts.** A copy of this Agreement that is signed and delivered by telecopy or other facsimile transmission shall constitute an original, executed Agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9. **Amendment and Waiver.** Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by each party to be bound thereby. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provision.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date set forth above.

ASSIGNOR:

ASSIGNEE:

THERMAXX, LLC

SPI LLC

By: 
Name: Brian F. Bannon
Title: Managing Member

By: _____
Name: Jon Perry
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date set forth above.

ASSIGNOR:

THERMAXX, LLC

By: _____

Name: Brian T. Bannon

Title: Managing Member

ASSIGNEE:

SPI LLC

By: _____

Name: Jon Perry

Title: Chief Executive Officer

DocuSigned by:
Jonathan Perry
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[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007381 FRAME: 0157

SCHEDULE 1

Word Mark THERMAXX
Goods and Services IC 017. US 001 005 012 013 035 050. G & S: Removable Insulation Jackets for piping components. FIRST USE: 20080312. FIRST USE IN COMMERCE: 20080312

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 85913577

Filing Date April 24, 2013

Current Basis 1A

Original Filing Basis 1A

Published for Opposition September 24, 2013

Registration Number 4447487

Registration Date December 10, 2013

Owner (REGISTRANT) Thermaxx LLC AKA Thermaxx Jackets LIMITED LIABILITY COMPANY CONNECTICUT 14 Farwell Street Bldg 2B West Haven CONNECTICUT 06516

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 8 (6-YR).

Live/Dead Indicator LIVE