

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM673455

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cleaver-Brooks, LLC		08/30/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	The Cleaver-Brooks Company, Inc.
<b>Street Address:</b>	221 Law Street
<b>City:</b>	Thomasville
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	31792
<b>Entity Type:</b>	Corporation: TEXAS

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	72094737	BOILERMATE
Serial Number:	85021848	BOOST
Serial Number:	72458998	CB
Serial Number:	75654392	CLEARFIRE
Serial Number:	71633695	CLEAVERBROOKS
Serial Number:	85525698	CLEAVERBROOKS
Serial Number:	85551156	HAWK
Serial Number:	86214659	IC
Serial Number:	86214627	INDUSTRIAL COMBUSTION
Serial Number:	85946416	LEVEL MASTER
Serial Number:	73643672	MAX-FIRE
Serial Number:	74665658	MAX-FLOW
Serial Number:	78582370	PROFIRE
Serial Number:	88655511	PROMETHA
Serial Number:	72331489	SPRAYMASTER
Serial Number:	88935961	SWITCHFIRE
Serial Number:	85961178	CLEAVERBROOKS

CH \$440.00 72094737

**CORRESPONDENCE DATA****Fax Number:** 6082587138*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.***Phone:** 6082554440**Email:** pto-wis@huschblackwell.com**Correspondent Name:** Husch Blackwell LLP**Address Line 1:** 33 East Main Street, Suite 300**Address Line 4:** Madison, WISCONSIN 53703**ATTORNEY DOCKET NUMBER:** 801734-1040**NAME OF SUBMITTER:** Christina N. Ostorga**SIGNATURE:** /Christina N. Ostorga/**DATE SIGNED:** 09/09/2021**Total Attachments: 14**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”) is made effective on August 30, 2021 (“**Effective Date**”) by and between Cleaver-Brooks, LLC, a Delaware limited liability company with its principal place of business located at 221 Law Street, Thomasville, Georgia 31792 (“**Assignor**”) to The Cleaver-Brooks Company, Inc., a Texas corporation having a principal place of business at 221 Law Street, Thomasville, Georgia 31792 (“**Assignee**”). For good and valuable consideration, the sufficiency of which is fully acknowledged, the parties agree as follows:

1. Trademark Ownership. Assignor owns all right, title, and interest in and to each of the trademark applications and registrations identified on the attached Schedule 1, which is fully incorporated by this reference, along with the trademarks and all goodwill associated with the same (“**Assigned Applications and Registrations**”). Assignor further owns all right, title and interest in and to each of the common law trademarks identified on the attached Schedule 2, which is fully incorporated by this reference, along with all goodwill associated with the same (“**Assigned Common Law Trademarks**”). The “**Assigned Marks**” under this Agreement include both the Assigned Applications and Registrations, and the Assigned Common Law Trademarks.
2. Trademark Transfer. Assignor sells, assigns, and transfers to Assignee all right, title, and interest, throughout the world, in and to the Assigned Marks and any applications or registrations therefor, together with all common law rights, the goodwill of the business symbolized by the Assigned Marks, any and all causes of action, either in law or in equity, and the right to enforce any rights and to file any causes of action, including the right to recover damages, for any past, present or future infringement or misappropriation of the Assigned Marks.
3. Copyright Ownership. Assignor owns all right, title and interest in and to the United States Copyright Registrations identified on Schedule 3, which is attached hereto and fully incorporated by this reference, as well as all underlying works subject to the copyright registrations (“**Assigned Copyrights**”).
4. Copyright Transfer. Assignor conveys and assigns all right, title and interest in the Assigned Copyrights to Assignee. The rights and privileges transferred through this Assignment include all of the exclusive rights granted to the owner of a copyright under United States copyright laws, copyright laws of other jurisdictions throughout the world, and all international conventions and treaties relating to copyright protection, including any and all claims in law or in equity for past infringement.
5. Acceptance. Assignee hereby accepts the assignments set forth in this Agreement and assumes all ownership, rights, liabilities and obligations in connection with such assignment.
6. Recordation. Assignor authorizes the officials of the trademark and copyright entities and/or agencies in each jurisdiction in which the Assigned Marks and Assigned Copyrights


are registered or applied for to record and register this Assignment upon request by Assignee.

7. Further Steps. Assignor and its successors agree to take any reasonable steps requested by Assignee to further evidence or perfect the rights granted under this Agreement, including (without limitation) to execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Assigned Marks and/or Assigned Copyrights in Assignee, its successors and assigns.
8. Amendment. This Agreement may not be amended, modified or supplemented except by written agreement duly executed by both parties.
9. Construction. This Agreement has been negotiated and prepared jointly by all parties hereto, has been reviewed by legal counsel to each party, and, as such, shall not be construed against or in favor of any party by reason of the drafting of any provision by any party or by legal counsel thereto.
10. Counterparts. This Agreement may be executed in one or more originals (including by scanned PDF or other electronic means), all of which shall constitute one and the same final instrument.

The parties have executed this Agreement as of the Effective Date.

Cleaver-Brooks, LLC (Assignor)

The Cleaver-Brooks Company, Inc. (Assignee)

By: 

By: 





Name: Darren Allen







Name: Darren Allen







Title: Director







Title: CFO

## Schedule 1 – Assigned Applications and Registrations

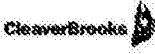





Country	Mark	App. No.	File Date	Reg. No.	Reg. Date
United States	BOILERMATE	72/094,737	4/11/1960	708,411	12/13/1960
United States	BOOST	85/021,848	4/23/2010	3,959,593	5/10/2011
United States	CB	72/458,998	5/31/1973	987,858	7/9/1974
China	C-B & Design 	5811959	12/27/2006	5811959	2/21/2012
China	C-B & Design 	5811960	12/27/2006	5811960	2/14/2012
United States	CLEARFIRE	75/654,392	3/5/1999	2,805,139	1/13/2004
Canada	CLEAVER-BROOKS	231,066	6/22/1955	103,466	6/1/1956
China	CLEAVER-BROOKS	N/A	9/26/1979	154,083	2/15/1982
Colombia	CLEAVER-BpROOKS	99026716	5/3/1999	225575	3/17/2000
Bangladesh	CLEAVERBROOKS & Design (Flame in Hand on Right) 	156172	7/24/2012	156172	1/26/2012
Bangladesh	CLEAVERBROOKS & Design (Flame in Hand on Right) 	156245	7/24/2012	156245	1/26/2012






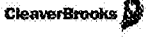

Brazil	CLEAVERBROOKS & Design (Flame in Hand on Right) 	840872445	4/29/2016	840872445	4/24/2018
Brazil	CLEAVERBROOKS & Design (Flame in Hand on Right) 	840872429	4/29/2016	840872429	4/24/2018
Brazil	CLEAVERBROOKS & Design (Flame in Hand on Right) 	840872437	4/29/2016	840872437	4/24/2018
Canada	CLEAVERBROOKS & Design (Flame in Hand on Right) 	1,563,431	2/9/2012	TMA874,491	3/31/2014
Chile	CLEAVERBROOKS & Design (Flame in Hand on Right) 	1.018.295	7/26/2012	1083748	3/31/2014
China	CLEAVER BROOKS & Design (Flame in Hand in Middle) 	5811957	12/27/2006	5811957	2/21/2012




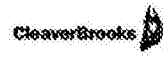


China	CLEAVER BROOKS & Design (Flame in Hand in Middle)  	5811958	12/27/2006	5811958	2/21/2012
Costa Rica	CLEAVERBROOKS & Design (Flame in Hand on Right)  	2012-006993	7/26/2012	224640	1/25/2013
Costa Rica	CLEAVERBROOKS & Design (Flame in Hand on Right)  	2012-006994	7/26/2012	224639	1/25/2013
Dominican Republic	CLEAVERBROOKS & Design (Flame in Hand on Right)  	2012-18897	7/26/2012	200536	1/2/2013
Ecuador	CLEAVERBROOKS & Design (Flame in Hand on Right)  	2012-25616	7/26/2012	1723-13	1/31/2013
Ecuador	CLEAVERBROOKS & Design (Flame in Hand on Right)  	2012-25576	7/26/2012	3867-13	1/30/2013


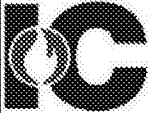


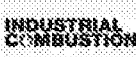
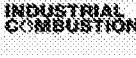

El Salvador	CLEAVERBROOKS & Design (Flame in Hand on Right) 	20120171828	7/26/2012	49649	7/16/2014
Guatemala	CLEAVERBROOKS & Design (Flame in Hand on Right) 	6599-12	7/26/2012	195,352	4/6/2014
Guatemala	CLEAVERBROOKS & Design (Flame in Hand on Right) 	6598-12	7/26/2012	195,340	4/6/2014
Honduras	CLEAVERBROOKS & Design (Flame in Hand on Right) 	25732-12	7/26/2012	123,976	4/26/2013
Honduras	CLEAVERBROOKS & Design (Flame in Hand on Right) 	25731-12	7/26/2012	130,025	9/3/2014
Hong Kong	CLEAVERBROOKS & Design (Flame in Hand on Right) 	302317897	7/17/2012	302317897	7/18/2012



Mexico	CLEAVERBROOKS & Design (Flame in Hand on Right)	1254954	3/5/2012	1352535	03/05/2013
					
Mexico	CLEAVERBROOKS & Design (Flame in Hand on Right)	1254956	3/5/2012	1340119	12/18/2012
					
Mexico	CLEAVERBROOKS & Design (Flame in Hand on Right)	1254958	3/5/2012	1425194	1/9/2014
					
Panama	CLEAVERBROOKS & Design (Flame in Hand on Right)	214848-01	7/26/2012	214848-01	7/26/2012
					
Panama	CLEAVERBROOKS & Design (Flame in Hand on Right)	214847-01	7/26/2012	214847-01	7/26/2012
					
Peru	CLEAVERBROOKS & Design (Flame in Hand on Right)	501952	7/26/2012	11255	5/6/2013
					

Philippines	CLEAVERBROOKS & Design (Flame in Hand on Right) 	4-2012-008675	7/17/2012	4-2012-008675	12/26/2013
Saudi Arabia	CLEAVERBROOKS & Design (Flame in Hand on Right) 	184600	7/21/2012	143310041	1/6/2014
Saudi Arabia	CLEAVERBROOKS & Design (Flame in Hand on Right) 	184601	7/21/2012	143310042	1/6/2014
Taiwan	CLEAVERBROOKS & Design (Flame in Hand on Right) 	101040422	7/18/2012	1658522	8/1/2014
Thailand	CLEAVERBROOKS & Design (Flame in Hand on Right) 	855906	7/25/2012	181124116	7/25/2012
Thailand	CLEAVERBROOKS & Design (Flame in Hand on Right) 	855905	7/25/2012	181109901	7/25/2012
United Arab Emr	CLEAVERBROOKS & Design (Flame in Hand on Right) 	176996	7/23/2012	176996	4/20/2014

United Arab Emr	CLEAVERBROOKS & Design (Flame in Hand on Right) 	176997	7/23/2012	176997	4/20/2014
United States	CLEAVERBROOKS	71/633,695	8/16/1952	575,242	6/2/1953
United States	CLEAVERBROOKS	85/961,178	06/17/2013	4,578,662	8/5/2014
United States	CLEAVERBROOKS & Design (Flame in Hand on Right) 	85/525,698	1/26/2012	4,307,647	3/26/2013
Venezuela	CLEAVERBROOKS & Design (Flame in Hand on Right) 	515924	7/26/2012	P-331737	9/11/2013
Venezuela	CLEAVERBROOKS & Design (Flame in Hand on Right) 	515925	7/26/2012	P-331736	9/11/2013
Vietnam	CLEAVER BROOKS & Design (Flame-in-Hand with World & Orbits) 	12,563	3/27/1993	10,453	12/31/1993
WIPO	CLEAVERBROOKS	A0039743	12/10/2013	1 200 367	12/10/2013
WIPO	CLEAVERBROOKS & Design (Flame in Hand on Right) 	A0030939	7/24/2012	1 150 821	7/24/2012

United States	HAWK	85/551,156	2/23/2012	4,209,982	9/18/2012
Canada	HYPERMIX TECHNOLOGY	1,105,870	6/12/2001	TMA576122	2/20/2003
Canada	IC & Design 	480,951	1/15/1982	288,243	2/24/1984
Canada	IC & Design  (Flame in Circle)	1668196	3/17/2014	914921	9/23/2015
United States	IC & Design  (Flame in Circle)	86/214,659	3/7/2014	4,636,261	11/11/2014
WIPO	IC & Design  (Flame in Circle)	A0044720	8/27/2014	1 230 567	8/27/2014
Canada	INDUSTRIAL COMBUSTION & Design 	1668191	3/17/2014	920732	11/19/2015
United States	INDUSTRIAL COMBUSTION & Design 	86/214,627	3/7/2014	4,636,259	11/11/2014
WIPO	INDUSTRIAL COMBUSTION & Design 	A0044721	8/27/2014	1 233 766	8/27/2014
Canada	LEVEL MASTER	1,650,747	11/5/2013	935634	4/21/2016
Costa Rica	LEVEL MASTER	2013-010412	11/29/2013	235796	5/22/2014
Ecuador	LEVEL MASTER	2013-51267	11/28/2013	7668-14	6/2/2014
El Salvador	LEVEL MASTER	2013131744	11/21/2013	103	9/14/2015

Guatemala	LEVEL MASTER	11284-13	11/29/2013	200,590	10/12/2014
Honduras	LEVEL MASTER	42633-13	11/29/2013	129,378	7/17/2014
Hong Kong	LEVEL MASTER	302790784	11/5/2013	302790784	11/5/2013
Panama	LEVEL MASTER	227996-01	11/29/2013	22799601	6/16/2014
Peru	LEVEL MASTER	556412-2013	11/29/2013	211259	5/29/2014
Saudi Arabia	LEVEL MASTER	1435001511	11/28/2013	1435001511	9/16/2014
Taiwan	LEVEL MASTER	102062137	11/6/2013	1719612	8/1/2015
United Arab Emirates	LEVEL MASTER	200889	11/13/2013	200889	12/14/2014
Venezuela	LEVEL MASTER	2013-22134	11/21/2013	P344108	10/23/2014
WIPO	LEVEL MASTER	A0039629	12/05/2013	1189201	12/05/2013
United States	LEVEL MASTER	85/946,416	5/30/2013	4,497,203	3/18/2014
United States	MAX-FIRE	73/643,672	2/9/1987	1,455,141	9/1/1987
United States	MAX-FLOW	74/665,658	4/25/1995	1,963,346	3/19/1996
Canada	NATCOM BURNER	1,105,871	6/12/2001	TMA576121	2/20/2003
United States	PROFIRE	78/582,370	3/8/2005	3,084,957	4/25/2006
Canada	PROFIRE	1,584,323	6/29/2012	863,659	10/25/2013
Australia	PROMETHA	2080142	4/8/2020	2080142	4/8/2020
Brazil	PROMETHA	919575170	4/17/2020	919575170	1/26/2021
Canada	PROMETHA	2021256	4/7/2020		
China	PROMETHA	20200679	4/15/2020	45443785	12/14/2020
India	PROMETHA	4486125	4/9/2020	4486125	2/14/2021
Germany	PROMETHA	302020104914	4/14/2020	302020104911	5/26/2020
Japan	PROMETHA	2020-041908	4/14/2020	6341387	1/15/2021
Mexico	PROMETHA	2356683	7/13/2020	2118278	9/3/2020
South Korea	PROMETHA	4020200061226	4/13/2020		
United Kingdom	PROMETHA	UK00003480247	4/9/2020	UK00003480247	8/10/2020
United States	PROMETHA	88/655,511	10/15/2019	6,092,667	6/30/2020
United States	SPRAYMASTER	72/331,489	7/1/1969	892,464	6/9/1970
United States	SWITCHFIRE	88/935,961	5/27/2020		

**Schedule 2 – Assigned Common Law Trademarks**

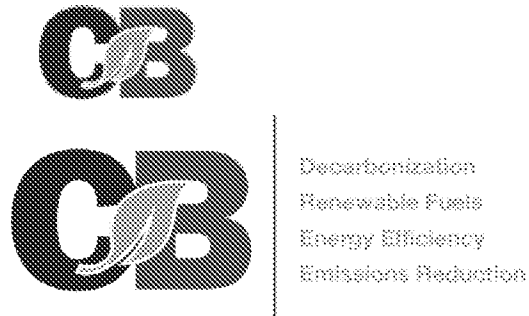
ACCU-TRIM

ACCU-DRAFT

BOILER PLANT OPTIMIZATION

CB

C-B



CBEX

CBLE

CBJT

CBT

CLEAVERBROOKS

CLEAVER-BROOKS



DUOTANK

ELECTRODE

FLX

FLX PREMIX

HYDRONIC SYSTEM CONTROL

ICB

M5

M5M

MODEL CR

MODEL HSB

MODEL S

MODEL WB

NATCOM

PLANT MASTER

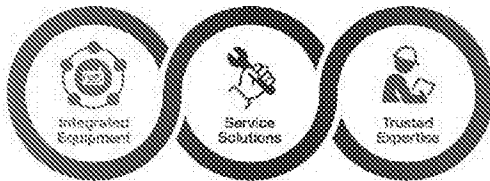
**promētha**<sup>®</sup>

PROMETHA CONNECTED BOILER SOLUTIONS

**promētha**<sup>®</sup>  
Connected Boiler Solutions

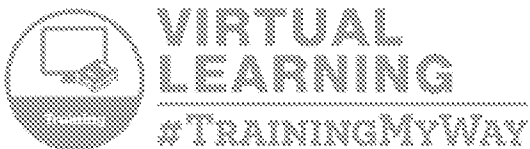
SCADA

THE POWER OF TOTAL INTEGRATION



**The power of total integration.**

TRAYMASTER



**SCHEDULE 3 – ASSIGNED COPYRIGHTS**

<b>Name</b>	<b>Full Title</b>	<b>Copyright Number</b>	<b>Date</b>
Cleaver-Brooks, Inc.	<u>Cleaver-Brooks boiler product icon &amp; 14 other titles.</u>	V9914D294	2014
Cleaver-Brooks, Inc.	<u>Cleaver-Brooks Boiler Product Icon &amp; 14 other titles / Reg. VA1794835.</u>	V9913D435	2014
Cleaver-Brooks, Inc.	<u>Cleaver-Brooks Boiler Product Icon &amp; 14 other titles / Reg. VA1794835.</u>	V9913D432	2014
Cleaver-Brooks, Inc.	<u>Cleaver-Brooks boiler product icon and 14 other titles.</u>	V9954D744	2018
Cleaver-Brooks, Inc.	<u>Cleaver-Brooks boiler product icon and 14 other titles.</u>	V9954D745	2018
Cleaver-Brooks, Inc.	<u>Firetube boiler efficiency chart (No. 2 oil) &amp; 3 other titles.</u>	V3589D326	2010
Cleaver-Brooks, Inc.	<u>Firetube boiler efficiency chart (No. 2 oil) &amp; 3 other titles.</u>	V3567D832	2008
Cleaver Brooks, Inc.	<u>Firetube Boiler Efficiency Chart (No. 2 Oil) &amp; 8 other titles.</u>	V3624D735	2012
Cleaver Brooks, Inc.	<u>Firetube boiler efficiency chart (no. 2 oil) &amp; 8 other titles.</u>	V3624D981	2012
Cleaver-Brooks, Inc.	<u>Firetube boiler efficiency chart (no. 2 oil) &amp; 8 other titles.</u>	V3590D057	2010
Cleaver-Brooks, Inc.	<u>Firetube boiler efficiency chart (no. 2 oil) &amp; 8 other titles.</u>	V3590D058	2010
Cleaver-Brooks, Inc.	<u>Firetube boiler efficiency chart (No. 2 oil) &amp; 8 other titles.</u>	V3567D830	2008
Cleaver-Brooks, Inc.	<u>NATCOM Atomizer D52-125 for Heavy Oil.</u>	TX0007688929	2002
Cleaver-Brooks, Inc.	<u>NATCOM Atomizer D52-125 for heavy oil &amp; 17 other titles.</u>	V9953D047	2017
Cleaver-Brooks, Inc.	<u>NATCOM Burner Solutions.</u>	TX0007684266	2012
Cleaver-Brooks, Inc.	<u>NATCOM Package Low NOx HYPERMIX Burner Proposal.</u>	TX0007684322	2005
Cleaver-Brooks, Inc.	<u>NATCOM Product Manual.</u>	TX0007684317	2001
Cleaver-Brooks, Inc.	<u>NATCOM Ultra Low NOX Burners HyperMix.</u>	TX0007684326	2001
Cleaver-Brooks, Inc.	Cleaver-Brooks Boiler Product Icon.	VA0001794835	2011
Cleaver-Brooks, Inc.	Cleaver-Brooks Burner Product Icon.	VA0001795564	2011
Cleaver-Brooks, Inc.	Cleaver-Brooks Controls Product Icon.	VA0001795558	2011
Cleaver-Brooks, Inc.	Cleaver-Brooks Energy Recovery Product Icon.	VA0001795557	2011
Cleaver-Brooks, Inc.	Cleaver-Brooks Packaged Water Systems Product Icon.	VA0001795562	2011
Cleaver-Brooks, Inc.	Cleaver-Brooks Parts and Service Product Icon.	VA0001793239	2011
Cleaver-Brooks, Inc.	Cleaver-Brooks Product Integration Graphic.	VA0001793241	2011