

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fintube, LLC		03/29/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Rosa & Unis LLC		
Street Address:	4141 S. Galveston Ave.		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74107		
Entity Type:	Limited Liability Company: OKLAHOMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2727252	X-ID	
Registration Number:	5170929	TEKTUBE	
CORRESPONDENCE DATA			
Fax Number:	9187425901		
<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:	9187287773		
Email:	peggy@millikiniplaw.com		
Correspondent Name:	Margaret S. Millikin		
Address Line 1:	5014 E. 101st St., Suite 201		
Address Line 4:	Tulsa, OKLAHOMA 74137		
NAME OF SUBMITTER:	Margaret S. Millikin		
SIGNATURE:	/Margaret S. Millikin/		
DATE SIGNED:	10/20/2022		
Total Attachments: 6			
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source=Assignment from Fintube to Rosa & Unis#page2.tif			
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OP \$65.00 2727252

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "*Assignment*"), dated effective as of March 29, 2018 (the "*Effective Date*"), is made by Fintube, LLC, a Delaware limited liability company ("*Seller*"), to Rosa & Unis LLC, an Oklahoma limited liability company ("*Buyer*"). Capitalized terms used herein and not otherwise defined herein shall have their respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, the Parties are parties to that certain Asset Purchase Agreement dated as of February 7, 2018 (the "*Purchase Agreement*") with respect to Buyer's purchase of certain Assets;

WHEREAS, Seller is the owner of the intangible assets used in the Business, as more particularly set forth on the attached Schedule A (collectively, the "*Intellectual Property Assets*");

WHEREAS, Buyer desires to acquire the entire right, title, and interest in and to the Intellectual Property Assets; and

WHEREAS, Seller is willing to assign to Buyer all right, title, and interest in and to the Intellectual Property Assets.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignment and Transfer. Seller hereby assigns to Buyer all right, title, and interest in and to the Intellectual Property Assets, together with (i) the registrations of the Intellectual Property Assets and all renewals and extensions of the foregoing, and (ii) the goodwill symbolized by and associated with the Intellectual Property Assets and such registrations. This Assignment includes an assignment of all rights to (a) sue and recover damages for past and future infringement or misappropriation of Seller's rights in the Intellectual Property Assets, the registrations thereof or the dilution of the goodwill symbolized by or associated with the Intellectual Property Assets or such registrations; (b) bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition, or other proceeding, in connection with the copyrights or trademarks included in the Intellectual Property Assets; and (c) to collect any income, royalties, proceeds, and payments arising after the Effective Date by virtue of the use thereof. The right, title, and interest are to be held and enjoyed by Buyer and Buyer's successors and assigns as fully and exclusively as they would have been held and enjoyed by Seller had this assignment not been made.

2. Purchase Agreement. This Assignment is being delivered pursuant to the Purchase Agreement and shall be construed consistently therewith. The Parties acknowledge and agree that all representations, warranties, covenants, agreements, and indemnities by or from Seller to or for the benefit of Buyer with respect to the Intellectual Property Assets are set forth in the Purchase Agreement, and Seller makes no additional representations, warranties, covenants, agreements, or indemnities to or for the benefit of Buyer with respect to the

Intellectual Property Assets under this Assignment. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the parties under, and the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall control and govern. For the avoidance of doubt, any controversy or claim arising under this Assignment shall be governed solely by, and subject to the terms of, the Purchase Agreement.

3. Miscellaneous.

(a) Seller further covenants that it will execute and deliver, from time to time after the date hereof upon the request of Buyer, such further documents, papers, forms, and authorizations and will take all other actions that may be reasonably necessary to effect or perfect the vesting in Buyer the ownership of the Intellectual Property Assets, to the fullest extent possible.

(b) This Assignment and all questions regarding its validity, interpretation, breach, or performance shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without regard to conflicts of law principles that would permit or require the application of the law of any other jurisdiction, and the applicable provisions of the Bankruptcy Code.

(c) This Assignment shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

(e) The provisions of Article 8 of the Purchase Agreement shall apply to this Assignment and such provisions are hereby incorporated by reference, *mutatis mutandis*, in this Assignment as if such provisions were fully set forth herein.

(f) This Assignment and any amendment or modification may be executed in any number of counterparts (including via facsimile or electronic copy), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be executed by a duly authorized officer, as of the Effective Date.

SELLER:

FINTUBE, LLC

By: 

Name: Michael D. Mann

Title: President

[Signature Page to Intellectual Property Assignment]

4852-8331-797

TRADEMARK
REEL: 007873 FRAME: 0364

SCHEDULE A

INTELLECTUAL PROPERTY ASSETS

All of the intangible assets of Seller used in the Business, including, without limitation, goodwill, all licenses, trademarks, tradenames, copyrights, patents, and patent applications, software and other intangible rights, proprietary rights, and other intellectual property, including all rights to the use the names "Fintube," "TEK Tube," "Kentube Finned Products," "Kentube Engineered Products," and "Aletas y Birlos," and all telephone numbers, facsimile numbers, e-mail addresses, domain names, internet home pages, computer software licenses, and source codes used in the Business, including those items listed on Schedule 2.1(i), attached hereto.

Schedule 2.1(i)
Intellectual Property Assets

[To be attached.]

Schedule 2.1(i)
Intellectual Property Assets

Patent No.	Date Issued	Purpose
5377746	01/03/95	Texturized Fin
6234245	05/22/01	Aero curve fin segment
5638714	06/17/97	Process for making a strip
5343015	08/30/94	Laser assisted high frequency welding
5337807	08/16/94	Flow dependent finned tube
5240070	08/31/93	Enhanced serrated fin for finned tube
MY-12165	06/30/2005	Malaysian patent: Aero Curve Fin Segment
570111	11/22/99	Korean patent: Aero Curve Fin Segment
Trademark No.	Date Issued	Name / Design
5170929	03/28/17	TEKTube
4758864	06/23/15	Fintube
1023700	10/28/75	Kentube
2019817	05/09/00	Aeroseg
2496305	10/09/01	ESCOA
2727252	06/17/03	X-ID
47351		Mexican Trademark: Fintube Limited Partnership
873787		TURB-X
1112613	04/04/12	Great Britain Trademark: ESCOA
5816418	03/02/12	Great Britain Trademark: X-ID
Copyright No.	Date Issued	Name / Design
TX 7-439-58	08/24/11	Escos Engineering Manual
Tradename No.		Name
TN640249		Kentube Finned Products
TN646025		TEKTube
TN646024		Fintool Technologies
TN646019		ESCOA
TN683139		Kentube Engineered Products
TN631624		Biraghi
Custom Drawings		Description
KEP		Custom Drawings back to 1970