

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM781219

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Azz, Inc.		06/23/2022	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AIS Investment Holdings, LLC		
<b>Street Address:</b>	100 Century Center Court, Suite 205		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95112		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5022481	TRI-TRAP	
<b>Registration Number:</b>	5104387	RIG-A-LITE	
<b>Registration Number:</b>	5514496	RUGGEDSPEC	
<b>Registration Number:</b>	5576436	ARMARREST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8173362181		
<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>			
<b>Phone:</b>	8173362400		
<b>Email:</b>	byost@deckerjones.com		
<b>Correspondent Name:</b>	Brian K. Yost		
<b>Address Line 1:</b>	801 Cherry Street, Suite 2000		
<b>Address Line 4:</b>	Fort Worth, TEXAS 76102		
<b>NAME OF SUBMITTER:</b>	BRIAN K. YOST		
<b>SIGNATURE:</b>	/Brian K. Yost/		
<b>DATE SIGNED:</b>	01/17/2023		
<b>Total Attachments: 21</b>			
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**CONTRIBUTION AND PURCHASE AGREEMENT**

**by and among**

**AZZ INC.**

**AIS INVESTMENT HOLDINGS LLC**

**and**

**FERNWEH AIS ACQUISITION LP**

**DATED AS OF JUNE 23, 2022**

## CONTRIBUTION AND PURCHASE AGREEMENT

THIS CONTRIBUTION AND PURCHASE AGREEMENT (this "Agreement"), dated as of June 23, 2022 (the "Execution Date"), is made by and among (i) AZZ Inc., a Texas corporation ("Parent"), (ii) AIS Investment Holdings LLC, a Delaware limited liability company ("NewCo"), and (iii) Fernweh AIS Acquisition LP, a Delaware limited partnership ("Purchaser"). All of the signatories to this Agreement are collectively referred to as the "Parties" and individually as a "Party."

### WITNESSETH:

WHEREAS, Parent, directly or indirectly through one or more of its controlled Affiliates (a) owns and operates the Business and (b) owns or has rights to the Transferred Assets;

WHEREAS, on the terms and subject to the conditions set forth herein, Parent and Purchaser desire for Purchaser to make a controlling investment in the Business through a purchase of equity interests in NewCo, a Subsidiary of Parent formed for purposes of effecting the transactions contemplated herein;

WHEREAS, on the terms and subject to the conditions set forth herein, prior to the Closing, Parent and certain of its Affiliates will consummate the restructurings, contributions, repayments and other transactions as described on and in accordance with Exhibit A and Section 1.2 (the "Pre-Closing Reorganization");

WHEREAS, on the terms and subject to the conditions set forth herein, as a result of the Pre-Closing Reorganization, prior to the Closing, among other actions, the Transferred Assets and the Assumed Liabilities will be held or assumed, as applicable, by NewCo or a Subsidiary thereof;

WHEREAS, on the terms and subject to the conditions set forth herein, at the Closing, Parent and/or one of its Subsidiaries will sell and transfer to Purchaser, and Purchaser will purchase and accept from Parent and/or one of its Subsidiaries, 60,000 Common Units of NewCo (the "Purchased Units"), with Parent and one of its Subsidiaries retaining the remaining 40,000 outstanding Common Units of NewCo;

WHEREAS, from and after the Closing, the holders of the Common Units shall have the rights, privileges and obligations with respect to NewCo as set forth in the NewCo Operating Agreement;

WHEREAS, Purchaser has provided Parent with copies of (a) one or more executed and binding equity commitment letters (the "Equity Commitment Letters"), pursuant to which each such Equity Financing Source party thereto has committed to provide an amount of cash equity financing in connection with the Transactions in the amount set forth therein and on the terms and subject to the conditions set forth therein, and (b) a limited guarantee (the "Limited Guarantee") from Fernweh Group LLC, a Delaware limited liability company (in such capacity, the "Guarantor"), in favor of Parent with respect to certain of the obligations of Purchaser under this Agreement;

WHEREAS, NewCo and Fernweh Engaged Operator Company LLC have entered into that certain Master Services Agreement (including the related Statement of Work) attached hereto as Exhibit G on or prior to the date hereof;

WHEREAS, on the terms and subject to the conditions set forth herein, NewCo shall obtain the Debt Financing immediately prior to the consummation of the Closing on the Closing Date; and

WHEREAS, in connection with the Transactions, at the Closing, certain of the Parties or their applicable Affiliates will enter into the Ancillary Agreements and certain other Contracts as may be agreed

allegations of sexual harassment or sexual assault by a director, manager or officer of NewCo, any Transferred Subsidiary or any Transferred Joint Venture.

(f) No Business Employee with a base salary in excess of \$200,000 has announced to NewCo, any Transferred Subsidiary or any Transferred Joint Venture a current intention to terminate such employee's employment with the applicable employer.

(g) To the Knowledge of Parent, no current or former Business Employee is or has been at any time since March 1, 2020 in any material respect in violation of any employment Contract, non-disclosure, confidentiality agreement, non-competition agreement, non-solicitation agreement, restrictive covenant or consulting agreement with a former employer or service recipient relating to the right of any such Business Employee to be employed by or provide services to NewCo, any Transferred Subsidiary or any Transferred Joint Venture because of the nature of the business conducted or presently proposed to be conducted by it or to the use of trade secrets or proprietary information of others.

(h) All Business Employees have been duly and properly remunerated for all services they performed in the course of their working relationship with NewCo, any Transferred Subsidiary or any Transferred Joint Venture in material compliance with Law and any employment Contracts therewith.

(i) To the Knowledge of Parent, since March 1, 2020, NewCo and the Transferred Subsidiaries have not employed, nor are they currently employing, any unauthorized aliens (as such term is defined under 8 CFR 274a.1(a)). Since March 1, 2020, neither NewCo nor any Transferred Subsidiary or Transferred Joint Venture has been the subject of an audit by U.S. Immigration & Customs Enforcement ("ICE"), has not received a written notice of intent to fine, nor has it received any written notice of inspection of such audit by ICE.

#### Section 3.17 Intellectual Property and Data Privacy and Security.

(a) Section 3.17(a) Parent Disclosure Letter sets forth a true, current, and complete list as of the date hereof of all United States, international and foreign registrations of Copyrights included in the NewCo IPR, the NewCo Trademarks, the NewCo Patents, and Internet domain names (collectively, the "NewCo Registered IP"), specifying for each (as applicable): (i) the jurisdiction by or in which it has been issued, registered or filed; (ii) the patent, registration, application or serial number; (iii) the issue, registration, grant or filing date; (iv) the current status; and (v) all payments and filings with any patent or trademark office that are required to be made by NewCo or any Transferred Subsidiary within ninety (90) days following the Execution Date to maintain the patent or registration, or continue prosecution of any application, of any NewCo Registered IP.

(b) Immediately after the Closing, NewCo or the Transferred Subsidiaries, as applicable, exclusively own all right, title and interest in and to the NewCo IPR free and clear of all Encumbrances (except Permitted Encumbrances), and are record owners of all NewCo Registered IP. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each former and current employee, independent contractor, consultant and advisor of the Parent, the Parent Entities, NewCo, or the Transferred Subsidiaries who is materially involved in or has contributed materially to any invention, reduction to practice, creation, or development of any NewCo IPR assigned in writing such employee's, independent contractor's, consultant's, or advisor's rights, title and interest (to the extent not owned by the employer as a result of applicable law) of the applicable NewCo IPR invented, reduced to practice, created, or developed by such employee, independent contractor, consultant and advisor within the scope of his, her or its employment or engagement to Parent, the Parent Entities, NewCo, or the Transferred Subsidiaries, as applicable. No former or current employee, independent contractor, consultant or advisor who has contributed materially to such an invention, reduction to practice, creation, or development of any NewCo IPR during the course of employment or engagement with Parent, the Parent

Entities, NewCo or the Transferred Subsidiaries, as applicable, has claimed in writing to Parent, the Parent Entities, NewCo or the Transferred Subsidiaries to own any rights in such NewCo IPR. All assignments and other instruments necessary to establish, record, and perfect Parent's, the Parent Entities', NewCo's or the Transferred Subsidiaries', as applicable, ownership interest in the NewCo Registered IP have been executed, delivered, and filed with the relevant Governmental Entities and authorized registrars thereof.

(c) Immediately following the Closing, all NewCo IPR will be owned or available for use by NewCo and the Transferred Subsidiaries on substantially similar terms, in all material respects, as they were owned or available for use immediately prior to the Closing.

(d) (i) The Intellectual Property Rights to be owned by NewCo and the Transferred Subsidiaries immediately following the Closing and (ii) the Intellectual Property Rights to be used by Parent and its Affiliates in connection with the provision of the transitional and operational services to be provided following the Closing to NewCo and Transferred Subsidiaries under the Transition Services Agreement or the other Transaction Documents, constitute all Intellectual Property Rights that are owned by Parent, the Parent Entities, NewCo or the Transferred Subsidiaries necessary to the operation of the Business as currently conducted, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(e) Each item of issued or granted NewCo Registered IP is subsisting, and each application of NewCo Registered IP is subsisting and pending. Parent, the Parent Entities, NewCo, or the Transferred Subsidiaries, as applicable, each while being the owner of the applicable NewCo IPR, have taken commercially reasonable steps to protect and maintain the NewCo IPR and to preserve the confidentiality of all Trade Secrets included in the NewCo IPR, including requiring all Persons given access thereto by them to execute binding and written agreements that include non-disclosure undertakings or be subject to another non-disclosure obligation. All registration, maintenance and renewal fees, and all filings, required to maintain any patent or registration of NewCo Registered IP have been made with the relevant patent, copyright, or trademark office in the United States or foreign jurisdictions, as the case may be.

(f) The conduct of the Business as currently conducted does not infringe, misappropriate, or otherwise violate any Intellectual Property Right of any Third Party, in each case in any material respect, and there is no pending Action against Parent, the Parent Entities, NewCo or the Transferred Subsidiaries alleging any such infringement, misappropriation or violation. None of Parent, the Parent Entities, NewCo, or the Transferred Subsidiaries has been sued in any Action or received any written charge, complaint, claim, demand, or notice (including any invitation to license under threat of an infringement action), alleging any such infringement, misappropriation, or violation since March 1, 2020.

(g) To the Knowledge of Parent as of the date hereof, since March 1, 2020, no Person has infringed upon, misappropriated (through unauthorized use or disclosure), or violated any NewCo IPR and there is no pending Action brought by Parent, the Parent Entities, NewCo or the Transferred Subsidiaries alleging any such infringement, misappropriation or violation.

(h) As of the Execution Date, there is no pending Action to which Parent, the Parent Entities, NewCo, or the Transferred Subsidiaries is a party (including any opposition, cancellation, revocation, review, or other proceeding) challenging the validity, enforceability, registrability, patentability, or ownership of any NewCo Registered IP.

(i) The IT Assets used in the Business (including the operation, design, development, production, distribution, testing, provision, maintenance or support of any Product) are, and will immediately upon the Closing be, sufficient for and operate and perform as reasonably required for the conduct of the Business as currently conducted, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Parent, the Parent Entities, NewCo, or the

Transferred Subsidiaries have implemented and maintained all commercially reasonable measures to maintain and protect the confidentiality, integrity, availability, and security of Business Data and IT Assets used in the Business and the information or Data stored or contained therein, all to the extent in the direct possession and control of Parent, the Parent Entities, NewCo or the Transferred Subsidiaries, including implementing and maintaining appropriate backup, disaster recovery, and Software and hardware support arrangements therefor. Since March 1, 2020, to the Knowledge of Parent, there have been no actual or reasonably suspected security breaches of, attacks against, or outages of, or accidental, unlawful or unauthorized destruction or loss of, any IT Assets, any Data thereon, or any Data collected, handled, transmitted, stored, or otherwise processed for the Business (collectively a "Breach"). Parent, the Parent Entities, NewCo, and the Transferred Subsidiaries have not been notified in writing of any such Breach. Parent, the Parent Entities, NewCo, and the Transferred Subsidiaries, as applicable, have taken all commercially reasonable measures to protect such IT Assets and Data stored on contained therein used in the Business from any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus" (as these terms are commonly used in the computer software industry), vulnerabilities, bugs, material defects, malware, or other code, software routines or hardware components designed or intended to permit unauthorized access, to maliciously disable, disrupt, harm, erase, or otherwise impede in any manner the operation of any software, hardware, or device (including any computer, tablet computer, handheld device, disk or storage device) (collectively as "Contaminant"). To the Knowledge of Parent, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, none of the IT Assets used in the Business contains any Contaminant.

(j) Parent, the Parent Entities, NewCo, or the Transferred Subsidiaries, as applicable, have not developed or created any NewCo IPR under or subject to any grants from any U.S. Governmental Entity or any university, educational or military institution


(k) Parent, the Parent Entities, NewCo and the Transferred Subsidiaries have since March 1, 2020 complied with (i) applicable Privacy Laws and (ii) all published privacy policies, procedures, and contractual obligations relating to the privacy and security of IT Assets and Personal Information ((i) and (ii) together, the "Privacy Obligations"). As required by Privacy Obligations, Parent, the Parent Entities, NewCo and the Transferred Subsidiaries have at all times made all disclosures to and obtained all necessary consents from data subjects for the collection, use, disclosure, transfer and other processing of Business Data by or for Parent, the Parent Entities, NewCo and the Transferred Subsidiaries in connection with the operation or ownership of the Business. None of such disclosures or other statements made or contained in any such policies or notices of Parent, the Parent Entities, NewCo and the Transferred Subsidiaries have been in violation of Privacy Obligations.

(l) Parent, the Parent Entities, NewCo and the Transferred Subsidiaries have since March 1, 2020 taken all commercially reasonable steps to contractually obligate all Third Parties processing Business Data (i) to comply with all applicable Privacy Obligations and (ii) to take all commercially reasonable steps to protect and secure such Personal Information from loss, theft, unauthorized access, use, modification, disclosure or other misuse, in each case except as would not, individually or in the aggregate, reasonably be expected to be material to the Business (taken as a whole).

(m) Parent, the Parent Entities, NewCo and the Transferred Subsidiaries (i) have not received notice of any actual or potential liability under or relating to, or actual or potential violation of, Privacy Obligations, (ii) to Parent's Knowledge, are not aware of any fact or circumstance that would reasonably indicate Parent, the Parent Entities, NewCo or the Transferred Subsidiaries is not in compliance with any Privacy Obligations (iii) are not currently participating, in whole or in part, in any investigation, remediation, or other corrective action relating to any of the Privacy Obligations and (iv) are not a party to any Order that imposes any Liability relating to any Privacy Obligations.

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first written above.

AZZ INC.

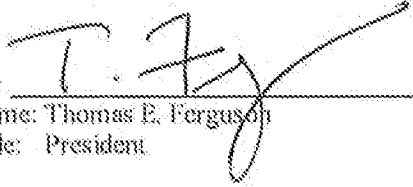


By: \_\_\_\_\_  
Name: Thomas E. Ferguson  
Title: President and Chief Executive  
Officer

*[Signature Page to Contribution and Purchase Agreement]*



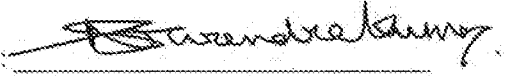
AIS INVESTMENT HOLDINGS LLC

By:   
Name: Thomas E. Ferguson  
Title: President

*[Signature Page to Contribution and Purchase Agreement]*

FERNWEH AIS ACQUISITION LP

By: Fernweh AIS Acquisition GP LLC  
Its: General Partner

By: 

Name: Narendra K. Santhanam  
Title: Authorized Person

*{Signature Page to Contribution and Purchase Agreement}*

## ANNEX A Definitions

As used in this Agreement, the following terms have the meanings set forth in this Annex A:

"Accounting Expert" has the meaning set forth in Section 2.4(c)(iii)(A).

"Accounts Receivable" means all trade accounts receivable and other rights to payment from customers of the Business and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of the Business.

"Accrued Pre-Closing Taxes" means any Taxes of NewCo, any Transferred Subsidiary or any Transferred Joint Venture that are attributable to a Pre-Closing Tax Period, including the portion of a Straddle Period ending on (and including) the Closing Date that are accrued but unpaid as of the Closing; provided that Accrued Pre-Closing Taxes shall (a) not be less than zero in any jurisdiction and (b) take into account, as a reduction, any prepayment or overpayment of Taxes made by NewCo, the Transferred Subsidiaries or the Transferred Joint Ventures prior to the Closing Date (to the extent any such prepayment or overpayment may properly be applied to offset such Tax), (c) for the avoidance of doubt, include any Taxes imposed on NewCo or any of the Transferred Subsidiaries by reason of the transactions comprising the Pre-Closing Reorganization, and (d) exclude any deferred Tax assets and deferred Tax liabilities; provided, further, that Accrued Pre-Closing Taxes shall not be less than zero.

"Acquisition Proposal" has the meaning set forth in Section 5.18.

"Action" means any legal, civil, criminal, commercial, investigative or administrative (whether formal or informal) proceeding, suit, investigation, arbitration, complaint, demand, audit, hearing, inquiry, litigation or action.

"Additional Contracts" has the meaning set forth in Section 3.11(a).

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (for purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise). From and after the Closing, Parent and its Subsidiaries, on the one hand, shall not constitute Affiliates of NewCo, the Transferred Subsidiaries, or Transferred Joint Ventures and NewCo, the Transferred Subsidiaries and the Transferred Joint Ventures shall not constitute Affiliates of Parent or its Subsidiaries. Other than for purposes of the definitions of Purchaser Related Party or Equity Financing Source Related Party, in no event shall Purchaser or any of its Subsidiaries be considered an "Affiliate" of any portfolio company (as such term is customarily used in the private equity industry) of any Equity Financing Source.

"Affiliated Group" means an "affiliated group" as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or non-U.S. Tax Law).

"Agreement" has the meaning set forth in the Preamble.

"Indebtedness" means with respect to any Person, without duplication, (a) any indebtedness for borrowed money and any prepayment premiums, interest, penalties and any other fees and expenses paid to satisfy such indebtedness and all obligations evidenced by bonds, debentures, notes, or similar instruments; (b) obligations of such Person as lessee under any leases which have been or are required to be capitalized in accordance with GAAP, as obligor or guarantor; (c) any obligations of such Person for deferred and unpaid purchase price of property or services (other than trade payables and other obligations incurred in the Ordinary Course), conditional sale or title retention arrangements; (d) any reimbursement obligations of such Person with respect to letters of credit, banker's acceptances issued for account of such Person, to the extent drawn; (e) any Liabilities of such Person under any interest rate swaps, collars, caps, foreign currency exchange agreement or similar hedging agreement (including any breakage cost or termination fee); (f) any off-balance sheet financing of such Person, including synthetic leases and project financing; (g) any "earn out" or other similar payment obligations of such Person or that is included in the Assumed Liabilities, (h) all obligations to purchase, redeem, retire, defease or otherwise make any payment in respect of any equity interest or other ownership or profit interest of such Person; (i) all obligations in respect to overdrafts; (j) any Deferred Payroll Taxes; (k) any indebtedness referred to in clauses (a) through (j) of this definition of another Person which is either guaranteed by such Person, or secured by a security interest upon any assets of such Person, and (l) Accrued Pre-Closing Taxes; provided, however, that "Indebtedness" shall not include: (i) undrawn letters of credit and reimbursement obligations in respect of undrawn letters of credit or the undrawn portions thereof; (ii) liabilities under performance bonds other than amounts then due and owing and not being contested in good faith by appropriate proceedings; (iii) intercompany indebtedness, obligations or liabilities between or among the Transferred Subsidiaries that constitute Intracompany Payables or Intracompany Receivables; or (iv) amounts included in Parent Transaction Expenses, Purchaser Transaction Expenses or Excluded Liabilities.

"Indemnified Party" has the meaning set forth in Section 7.6(a).

"Indemnifying Party" has the meaning set forth in Section 7.6(a).

"Intellectual Property Rights" means (a) trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names and other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same (collectively, "Trademarks"), (b) Internet domain name registrations and rights in social media accounts or user names, whether or not Trademarks, all associated web addresses, URLs, websites and web pages, and social media pages (collectively, "Digital Indicia"), (c) rights in inventions and discoveries, whether patentable or not, and all patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues (collectively, "Patents"), (d) trade secrets rights in confidential information and know-how, including processes, schematics, business methods, formulae, drawings, prototypes, models, designs, customer lists and supplier lists (collectively, "Trade Secrets"), (e) copyrights in published and unpublished works of authorship (including, without limitation, databases and other compilations of information, and computer Software), mask work rights, registrations and applications therefor, and all renewals, extensions, restorations and reversions of the foregoing (collectively, "Copyrights"), and (f) any other intellectual property or proprietary rights, in each case, to the extent entitled to legal protection as such.

"Intended Tax Treatment" has the meaning set forth in Section 5.7(e).

"Intercompany Contract" means any Contract between the Transferred Subsidiaries or Transferred Joint Ventures, on the one hand, and Parent or any Affiliate of Parent (other the Transferred Subsidiaries or Transferred Joint Ventures), on the other.

(vi) any Change resulting from acts of war (whether or not declared) or terrorism, civil disobedience, hostilities, cyberattacks, sabotage, terrorism, military actions or the escalation of any of the foregoing (whether perpetrated or encouraged by a state or non-state actor or actors); any hurricane, flood, superstorm, tornado, earthquake or other weather or natural disaster; any epidemic, pandemic, outbreak of illness or other public health event (including, for the avoidance of doubt, the existence and impact of COVID-19 on the Business, NewCo, the Transferred Subsidiaries and the Transferred Joint Ventures); or any other force majeure event; and

(vii) any actions taken or omitted to be taken by a Party that are required to be taken or omitted to be taken by this Agreement or any actions taken or omitted to be taken with the other Party's written consent or at the other Party's written request (other than the obligations of Parent pursuant to Section 5.1);

except, in the case of the foregoing clauses (i), (ii), (iv) and (vi), if the applicable Change has a disproportionate impact on the Business, NewCo, any Transferred Subsidiary, or any Transferred Joint Venture, taken as a whole, relative to the other participants in the industries in which they operate, in which case such incremental disproportionate impact shall be taken into account in determining whether there has occurred, or would reasonably be expected to occur, a Material Adverse Effect.

"Material Contract" has the meaning set forth in Section 3.11(a).

"MEPP Plan" means any multi-employer pension plan to which NewCo or any of the Transferred Subsidiaries or Transferred Joint Ventures contribute, including but not limited to the Boilermaker-Blacksmith National Pension Trust.

"Most Recent Balance Sheet" has the meaning set forth in Section 3.6(a).

"Most Recent Balance Sheet Date" has the meaning set forth in Section 3.6(a).

"Multiemployer Plan" means a "multiemployer" plan as defined in Section 3(37) of ERISA.

"NewCo" has the meaning set forth in the Preamble.

"NewCo 401(k) Plan" has the meaning set forth in Section 5.8(g).

"NewCo Investor Substantial Detriment" has the meaning set forth in Section 5.4(d).

"NewCo IPR" means the NewCo Other IPR, NewCo Patents and NewCo Trademarks; for the avoidance of doubt, NewCo IPR includes all NewCo Registered IP.

"NewCo Operating Agreement" means the Amended and Restated Limited Liability Company Agreement of NewCo, substantially in the form set forth in Exhibit B, to be entered into by the parties thereto as of the Closing Date.

"NewCo Other IPR" means all Intellectual Property Rights that are owned, filed in the name of, or purported to be owned by NewCo, a Transferred Subsidiary, or a Transferred Joint Venture immediately prior to the Closing, other than NewCo Patents and NewCo Trademarks.

"NewCo Patents" means the Patents owned, filed in the name of, or purported to be owned by NewCo, the Transferred Subsidiaries and the Transferred Joint Ventures as of the date hereof and set forth in Section 1.2(a)(ii) of the Parent Disclosure Letter.

"NewCo Plans" has the meaning set forth in Section 5.8(c).

"NewCo Registered IP" has the meaning set forth in Section 3.17(a).

"NewCo Substantial Detriment" has the meaning set forth in Section 5.4(d).

"NewCo Trademarks" means the Trademarks Related to the Business that are registered with the United States Patent and Trademark Office or other national Trademark registrars, as set forth on Section 1.2(a)(ii) of the Parent Disclosure Letter.

"Notice of Objection" has the meaning set forth in Section 2.4(c)(ii).

"Objection Period" has the meaning set forth in Section 2.4(c)(ii).

"Nonparty Affiliates" has the meaning set forth in Section 9.17.

"OFAC" has the meaning set forth in the definition of "Restricted Party Lists".

"Open Source License" means any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), any Creative Commons License, or any license similar to any of the foregoing, including, without limitation the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (CSL), the Sun Industry Standards License (SISL), the MIT License, and the Apache Licenses.

"Order" means any administrative decision or award, decree, injunction, judgment, order, verdict, quasi-judicial decision or award, ruling or writ, stipulation of, or entered with, any arbitrator, mediator or Governmental Entity.

"Ordinary Course" means the conduct of the Business in the ordinary course consistent with the past day-to-day customs, practices and procedures of the Business.

"Organizational Documents" means any charter, certificate of incorporation, certificate of formation, articles of incorporation, articles of association, memorandum of association, bylaws, operating agreement, partnership agreement, joint venture agreement or similar formation or governing documents and instruments.

"Outside Date" means 5:00 p.m. (New York City time) on December 23, 2022.

"Owned Real Property" means certain real property Related to the Business that is listed on Section 3.18(a) of the Parent Disclosure Letter and all Transferred Subsidiary Real Property owned by the Transferred Subsidiaries.

"Pandemic Response Laws" means the CARES Act, the Families First Coronavirus Response Act, the COVID-related Tax Relief Act of 2020, the Payroll Tax Executive Order, and any other analogous, similar, or additional Law intended to benefit taxpayers in response to the COVID-19 pandemic and associated economic downturn.

"Parent" has the meaning set forth in the Preamble.

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PARENT DISCLOSURE LETTER

TO

CONTRIBUTION AND PURCHASE AGREEMENT

BY AND AMONG

AZZ INC.

AIS INVESTMENT HOLDINGS LLC

AND

FERNWEH AIS ACQUISITION LP

JUNE 23, 2022

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Section 1.2(a)(iii)  
NewCo Patents and Trade marks

NewCo Patents

Owner	Title	Country	Filing Date	Application No.	Patent No./ Grant No.	Status
Central Electric Company	Arc-Resistant Switchgear Enclosure with Vent Arrangement of a Lower Compartment	United States	11/14/2012	13,676,828	8,785,770	Active
Central Electric Company	Arc-Resistant Switchgear Enclosure with Vent Prop and Latch	United States	11/14/2012	13,676,848	8,791,361	Active
Central Electric Company	Arc-Resistant Switchgear Enclosure with Door Latch Mechanism	United States	10/10/2012	13,648,598	8,733,853	Active
Central Electric Manufacturing Company	Arc-Resistant Switchgear Enclosure with Latch for Vent Prop	United States	10/22/2012	13,657,393	8,842,421	Active
Central Electric Company	Arc-Resistant Switchgear Enclosure with Door Latch Mechanism	Canada	9/13/2013	N/A	2,826,952	Active
Central Electric Company	Arc-Resistant Switchgear Enclosure with Latch for Vent Prop	Canada	9/13/2013	N/A	2,826,879	Active
Central Electric Company	Arc-Resistant Switchgear Enclosure with Vent Arrangement of a Lower Compartment	Canada	9/13/2013	N/A	2,826,844	Active
Central Electric Company	Arc-Resistant Switchgear Enclosure with Vent Prop and Latch	Canada	9/13/2013	N/A	2,826,882	Active
AZZ WSI LLC	PROCESS AND METHOD TO INCREASE THE HARDNESS OF Fe-Cr-C WELD OVERLAY ALLOY	United States of America	3/23/2007	11/690,763	8,419,868	Active
Aquilux WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	European Patent	8/8/2007	07813895.5	2054188	Patent lapsed

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Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	Austria	8/8/2007	07813895.5	2054188	Patent lapsed
Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	Belgium	8/8/2007	07813895.5	2054188	Patent lapsed
Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	Switzerland	8/8/2007	07813895.5	2054188	Patent lapsed
Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	Germany (Federal Republic of)	8/8/2007	07813895.5	2054188	Patent lapsed
Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	Denmark	8/8/2007	07813895.5	2054188	Patent lapsed
Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	Spain	8/8/2007	07813895.5	2054188	Patent lapsed

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Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	Finland	8/8/2007	07813895.5	2054188	Patent lapsed
Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	France	8/8/2007	07813895.5	2054188	Patent lapsed
Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	United Kingdom	8/8/2007	07813895.5	2054188	Patent lapsed
Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	Ireland (Republic of)	8/8/2007	07813895.5	2054188	Patent lapsed
Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	Italy	8/8/2007	07813895.5	2054188	Patent lapsed
Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	Monaco	8/8/2007	07813895.5	2054188	Patent lapsed

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Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	Netherlands	8/8/2007	07813895.5	2054188	Patent lapsed
Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	Poland	8/8/2007	07813895.5	2054188	Active
Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	Portugal	8/8/2007	07813895.5	2054188	Patent lapsed
Aquilex WSI, Inc.	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	Sweden	8/8/2007	07813895.5	2054188	Patent lapsed
AZZ WSILLC	EQUIPMENT AND PROCESS FOR APPLYING AN EXTERNAL STRUCTURAL WELD TO PIPING AND SIMILARLY SHAPED PRESSURE BOUNDARY COMPONENTS	United States of America	8/9/2006	11/463,565	7,560,662	Active
AZZ WSILLC	ALLOY, OVERLAY, AND METHODS THEREOF	Chile	11/23/2010	1367-2012	US20110120977A1	Active
Aquilex WSILLC	ALLOY, OVERLAY, AND METHODS THEREOF	European Patent	11/23/2010	10785286.5	2504122	Active
AZZ WSILLC	ALLOY, OVERLAY, AND METHODS THEREOF	Korea, Republic of (KR)	11/23/2010	2012-7016279	10-1766501	Active

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Aquilex WSI LLC	ALLOY, OVERLAY, AND METHODS THEREOF	Mexico	11/23/2010	MX/a/2012/006086	348213	Active
AZZ WSI LLC	ALLOY, OVERLAY, AND METHODS THEREOF	United States of America	11/23/2010	12/689,637	9,808,877	Active
AZZ WSI LLC	APPARATUS FOR BUTT-WELDING TUBE JOINTS	United States of America	4/6/2009	12/419,134	8,143,549	Active
AZZ WSI LLC	METHOD OF PROVIDING AND EVALUATING A MID-WALL REPAIR	United States of America	3/29/2005	11/091,767	9,281,085	Patent lapsed
AZZ WSI LLC	METHOD OF FORMING FLAT BAR	United States of America	8/7/2014	14/453,716	9,724,742	Active
AZZ WSI LLC	WELDING APPARATUS HAVING A WIRE PULSER	Canada	5/23/2012	2,840,601	2,840,601	Active
AZZ WSI LLC	WELDING APPARATUS HAVING A WIRE PULSER	China	5/23/2012	201280036326.9	ZL201280036326.9	Patent lapsed
AZZ WSI LLC	WELDING APPARATUS HAVING A WIRE PULSER	European Patent	5/23/2012	12724826.8	2714318	Active
AZZ WSI LLC	WELDING APPARATUS HAVING A WIRE PULSER	Austria	5/23/2012	12724826.8	2714318	Patent lapsed
AZZ WSI LLC	WELDING APPARATUS HAVING A WIRE PULSER	Belgium	5/23/2012	12724826.8	2714318	Patent lapsed
AZZ WSI LLC	WELDING APPARATUS HAVING A WIRE PULSER	Switzerland	5/23/2012	12724826.8	2714318	Patent lapsed
AZZ WSI LLC	WELDING APPARATUS HAVING A WIRE PULSER	Czechia	5/23/2012	12724826.8	2714318	Patent lapsed
AZZ WSI LLC	WELDING APPARATUS HAVING A WIRE PULSER	Germany (Federal Republic of)	5/23/2012	12724826.8	2714318	Patent lapsed
AZZ WSI LLC	WELDING APPARATUS HAVING A WIRE PULSER	Denmark	5/23/2012	12724826.8	2714318	Patent lapsed
AZZ WSI LLC	WELDING APPARATUS HAVING A WIRE PULSER	Spain	5/23/2012	12724826.8	2714318	Patent lapsed
AZZ WSI LLC	WELDING APPARATUS HAVING A WIRE PULSER	Finland	5/23/2012	12724826.8	2714318	Patent lapsed

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AZZ WSILLC	WELDING APPARATUS HAVING A WIRE PULSER	France	5/23/2012	12724826.8	2714318	Patent lapsed
AZZ WSILLC	WELDING APPARATUS HAVING A WIRE PULSER	United Kingdom	5/23/2012	12724826.8	2714318	Active
AZZ WSILLC	WELDING APPARATUS HAVING A WIRE PULSER	Greece	5/23/2012	12724826.8	2714318	Patent lapsed
AZZ WSILLC	WELDING APPARATUS HAVING A WIRE PULSER	Hungary	5/23/2012	12724826.8	E035119	Patent lapsed
AZZ WSILLC	WELDING APPARATUS HAVING A WIRE PULSER	Italy	5/23/2012	12724826.8	2714318	Patent lapsed
AZZ WSILLC	WELDING APPARATUS HAVING A WIRE PULSER	Norway	5/23/2012	12724826.8	2714318	Patent lapsed
AZZ WSILLC	WELDING APPARATUS HAVING A WIRE PULSER	Sweden	5/23/2012	12724826.8	2714318	Active
AZZ WSILLC	WELDING APPARATUS HAVING A WIRE PULSER	Slovak Republic	5/23/2012	12724826.8	2714318	Patent lapsed
AZZ WSILLC	WELDING APPARATUS HAVING A WIRE PULSER AND METHODS THEREOF	United States of America	5/23/2012	13/479,100	10,525,546	Active

NewCo Trademarks

Owner	Trademark Image	Title/Mark	Country	Filing Date	Application/Registration No.	Status
Central Electric Company		POWERAISLE	United States	6/9/1998	2,164,255	Active
Central Electric Company		POWERAISLE II	United States	8/24/2010	3,837,210	Active
AZZ Inc.		TRI-TRAP	United States	8/16/2016	5,022,481	Active
AZZ Inc.	RIG-A-LITE	RIG-A-LITE	United States	12/30/2016	5,104,387	Active
AZZ Inc.	RUGGEDSPEC	RUGGEDSPEC	United States	7/10/2018	5,514,496	Active

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AZZ Inc.	ARMARREST	ARMARREST	United States	10/2/2018	5,576,436	Active
AZZ Enclosure - Chattanooga LLC	LECTRUS	LECTRUS	United States	12/1/2009	3,719,884	Active
AZZ Enclosure - Chattanooga LLC	lectrus	LECTRUS	United States	9/28/2010	3,853,277	Active
AZZ Enclosure - Chattanooga LLC	LECTRUS	LECTRUS	United States	9/28/2010	3,853,290	Active
AZZ WSILLC		WSI	United States	11/7/2006	3,167,619	Active
AZZ WSILLC		WSI	United States	6/28/2007	3,254,791	Active
AZZ WSILLC		UNIFUSE	United States	7/8/1997	2,076,968	Active
AZZ WSILLC		UNIFUSE	United States	7/8/1997	2,076,969	Active
AZZ WSILLC	UNIFUSE PLUS	UNIFUSE PLUS		2/15/2022	97268,198	New Application
AZZ WSILLC	UNIFUSE 180 PLUS	UNIFUSE 180 PLUS		2/15/2022	97268,165	New Application
AZZ WSILLC	UNIFUSE 360 PLUS	UNIFUSE 360 PLUS		2/15/2022	97268,169	New Application
AZZ WSILLC		OPTIFUSE OVERLAY REIMAGINED		2/15/2022	97268,161	New Application
AZZ INC.		CGIT	China	1/25/2017	22741322	Pending
AZZ INC.		CGIT	China	1/25/2017	22741320	Pending
AZZ INC.		CGIT	China	1/25/2017	22741319	Pending
AZZ INC.		CGIT	China	1/25/2017	22741331	Pending

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AZZ WSIB.V.		WSI	European Union	5/29/2013	11854742	Active
AZZ WSIB.V.		WSI	United Kingdom	5/29/2013	UK00911854742	Active

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