

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791990

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IHP (ABC), LLC		01/25/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TRM Innovative Hearth Products, LLC		
Street Address:	24 Frank Lloyd Wright Drive		
Internal Address:	PO Box 484/Suite H3225		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4629913	SUPERIOR FIREPLACES	
Registration Number:	4629915	IRONSTRIKE HEAT FOR LIFE	
Registration Number:	4629914	ASTRIA FIREPLACES	
Registration Number:	3886150	BIS	
Registration Number:	4614694	ASTRIA	
Registration Number:	4614693	IRONSTRIKE	
Registration Number:	4668037	IHP INNOVATIVE HEARTH PRODUCTS	
Registration Number:	4668021	INNOVATIVE HEARTH PRODUCTS	
Registration Number:	3999217	MOSAIC MASONRY	
Registration Number:	2591086	SECURE FLEX	
Registration Number:	2789986	ADVANTAGE	
Registration Number:	1135698	SUPERIOR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	patents@millerjohnson.com		
Correspondent Name:	Perry Krumpolz		

CH \$315.00 4629913

Address Line 1: 45 Ottawa Ave SW
Address Line 2: Suite 1100
Address Line 4: Grand Rapids, MICHIGAN 49503

NAME OF SUBMITTER: Perry Krumpolz

SIGNATURE: /Perry Krumpolz/

DATE SIGNED: 03/06/2023

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of January 25, 2023, is made by IHP (ABC), LLC, a Delaware limited liability company located at c/o Rock Creek Advisors, 1738 Belmar Blvd., Belmar, NJ 07719 ("**Seller**"), in its sole and limited capacity as Assignee for the Benefit of Creditors of Innovative Hearth Products, LLC, a California limited liability company and IHP Operations, LLC, a California limited liability company, in favor of TRM Innovative Hearth Products, LLC ("**Buyer**") a Delaware limited liability company, located at 24 Frank Lloyd Wright Drive, PO Box 484/Suite H3225, Ann Arbor, MI 48105, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of January 25, 2023 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "**Assigned Trademarks**"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller 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, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request and at Buyer's expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

IHP (ABC), LLC

By: James Gansman

Name: James Gansman

Title: Member

Address for Notices: c/o Rock Creek Advisors,
1738 Belmar Blvd., Belmar, NJ 07719

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Serial Number	Reg. Number	Word Mark	Jurisdiction
86153862	4629913	SUPERIOR FIREPLACES	US
86153864	4629915	IRONSTRIKE HEAT FOR LIFE	US
86153863	4629914	ASTRIA FIREPLACES	US
85019076	3886150	BIS	US
85964969	4614694	ASTRIA	US
85964962	4614693	IRONSTRIKE	US
85753820	4668037	IHP INNOVATIVE HEARTH PRODUCTS	US
85733756	4668021	INNOVATIVE HEARTH PRODUCTS	US
78940929	3999217	MOSAIC MASONRY	US
76207350	2591086	SECURE FLEX	US
75165756	2789986	ADVANTAGE	US
73204287	1135698	SUPERIOR	US
1658066	TMA1031808	IRONSTRIKE HEAT FOR LIFE	Canada
1658064	TMA1031804	ASTRIA FIREPLACES	Canada
1656674	TMA901656	ASTRIA	Canada
1656675	TMA901655	IRONSTRIKE	Canada
1596544	TMA912341	INNOVATIVE HEARTH PRODUCTS	Canada
0769379	TMA471023	FASTFIRE	Canada
1437255	TMA782140	FRESH FIRE	Canada
1563322	TMA896663	INFINI-FLAME TECHNOLOGY	Canada
1574586	TMA898459	MONTLAKE	Canada
1537167	TMA897820	RHAPSODY	Canada
0773070	TMA450349	SHADOWDANCE	Canada
1561912	TMA910562	TFT	Canada
0735762	TMA455740	VISION	Canada