

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Therm-All, Inc.		03/16/2022	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	SPI LLC		
Street Address:	2101 Rexford Road		
Internal Address:	Ste 300E		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28211		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1938498	CONSEALTAB	
Registration Number:	3610495	REFLECT R	
Registration Number:	5312779	MAXTIGHT	
Registration Number:	5841177	PROLINER	
Registration Number:	4647451	ECOLINER	
Serial Number:	97271991	ECOLINER	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312.862.3135		
Email:	barbara.siepka@kirkland.com		
Correspondent Name:	Barbara M. Siepka		
Address Line 1:	300 North LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	52382-4		
NAME OF SUBMITTER:	Barbara M. Siepka		
SIGNATURE:	/Barbara M. Siepka/		

CH \$165.00 1938498

DATE SIGNED:	05/17/2023
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) dated this 16th day of March, 2022, is made and entered into by and between SPI LLC, a Delaware limited liability company (“Assignee”), and Therm-All, Inc., an Ohio corporation (“Assignor”). The Assignor and Assignee may be referred to in this Assignment individually as a “Party” and, collectively, as the “Parties”.

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated an even date herewith (the “Purchase Agreement”). Capitalized terms used but not defined herein have the respective meanings for such terms as defined in the Purchase Agreement;

WHEREAS, Assignor is the owner of the Trademarks set forth on Schedule A hereto, together with the goodwill of the Business associated therewith (collectively referred to as the “Transferred Marks”);

WHEREAS, in connection with the Purchase Agreement, Assignor hereby agrees to transfer substantially all of the assets of the Business to which the Transferred Marks relate, and such Business is ongoing; and

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Transferred Marks to the Assignee and the Assignee desires to acquire such Transferred Marks.

NOW, THEREFORE, for the good and valuable consideration set forth herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns forever and exclusively throughout the world, all of Assignor’s rights, title and interest in and to the Transferred Marks, together with the goodwill of the Business symbolized thereby, and together with a right to sue for and collect on all claims for damages by reason of past, present or future infringement of the Transferred Marks, including trademark rights (including registered and unregistered common law trademarks to the extent solely used or held for use solely in the Business), intangible or similar rights of any sort and all business, contract rights, causes of action and goodwill associated with the Transferred Marks, incorporated or embodied in, used to develop, or related to any of the foregoing together with that portion of Assignor’s Business to which the Transferred Marks pertain, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been entered into.

2. Reference to the Purchase Agreement. The provisions of this Assignment are subject in all respects to the terms of the Purchase Agreement, and all of the representations,

warranties, covenants and agreements contained therein shall survive the execution and delivery of this Assignment in accordance with the terms thereof. Nothing contained in this Assignment shall be deemed or construed to alter, modify, add to or waive any of the rights, obligations, terms, covenants, conditions or other provisions contained in the Purchase Agreement.

3. Further Actions. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other action as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Assignment. Assignor 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 jurisdiction to record and register this Assignment upon request by Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the applicable Laws of the State of Delaware without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The facsimile signature of any Party to this Assignment or a PDF copy of the signature of any Party delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

6. Amendment; Waiver. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any Party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

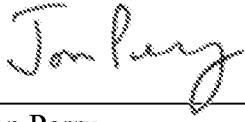
7. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Trademark Assignment Agreement as of the date set forth above.

ASSIGNEE:

SPI LLC

By:  _____

Name: Jonathan Perry

Title: Chief Executive Officer

ASSIGNOR:

THERM-ALL, INC.

By: _____

Name: Dennis Kaczmarek

Title: Secretary

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Trademark Assignment Agreement as of the date set forth above.

ASSIGNEE:

SPI LLC

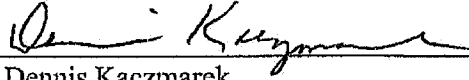
By: _____

Name: Jonathan Perry

Title: Chief Executive Officer

ASSIGNOR:

THERM-ALL, INC.

By:  _____

Name: Dennis Kaczmarek

Title: Secretary

Schedule A
Transferred Marks

Mark / Title	App No.	Status	File Date	Reg. No.	Reg. Date	County
ECOLINER	2,033,962	PENDING	06/12/2020	--	--	CA
PROLINER	1957382	PENDING	04/15/2019	--	--	CA
ECOLINER	97/271991	PENDING	02/17/2022	--	--	US
CONSEALTAB	74/605,577	REGISTERED	11/21/1994	1,938,498	11/28/1995	US
REFLECT R	78/933,025	REGISTERED	07/19/2006	3,610,495	04/21/2009	US
MaxTight	1808970	REGISTERED	11/10/2016	1,053,434	09/10/2019	CA
MaxTight	87/105,315	REGISTERED	07/15/2016	5,312,779	10/17/2017	US
PROLINER	88/165,149	REGISTERED	10/23/2018	5,841,177	08/20/2019	US
ECOLINER	85/889,030	DEAD/ CANCELLED	03/28/2013	4,647,451	12/02/2014	US