

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProAir LLC		02/02/2023	Limited Liability Company: DELAWARE
ProAir Holdco, LLC		02/02/2023	Limited Liability Company: DELAWARE
ProAir Intermediate Holdco, LLC		02/02/2023	Limited Liability Company: DELAWARE
Evans Tempcon Delaware, LLC		02/02/2023	Limited Liability Company: DELAWARE
Bus Air, LLC		02/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	O2 Cool Manufacturing LLC		
Street Address:	397 County Road 4004		
City:	Decatur		
State/Country:	TEXAS		
Postal Code:	76234		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2765963	PROAIR	
Registration Number:	5415311	AIRTECH	
Registration Number:	5279149	MINIMAX	
Registration Number:	0860428	FRIGIKING	
CORRESPONDENCE DATA			
Fax Number:	2144466021		
<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:	2144466023		
Email:	trademarks@griffithbarbee.com		
Correspondent Name:	Michael Barbee		
Address Line 1:	1722 Routh Street		

OP \$115.00 2765963

Address Line 2: Suite 710
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Michael Barbee

SIGNATURE: /Michael Barbee/

DATE SIGNED: 09/11/2023

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), is being executed and delivered by Jeffrey L. Burtch ("Seller"), solely in his capacity as the Chapter 7 Trustee for the bankruptcy estates of ProAir Holdco, LLC, ProAir Holdco, LLC, ProAir Intermediate Holdco, LLC, ProAir LLC, American Cooling Technology, LLC, Bus Air, LLC, and Evans Tempcon Delaware, LLC (hereinafter, the "Debtors"), as of this 2nd day of February 2023, to O2 Cool Manufacturing LLC ("Buyer") pursuant to that certain Asset Purchase Agreement ("Purchase Agreement"), dated as of January 5, 2023. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, the intellectual property of Seller, and has agreed to execute and deliver this IP Assignment to the Buyer so that the Buyer may, in its discretion, record this IP Assignment with the United States Patent and Trademark Office and the United States Copyright Office or for any other purpose;

NOW THEREFORE, the parties agree 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, and Buyer hereby accepts, all of Seller's right, title, and interest in and to:

- a. any trademarks or trade dress used by and trademark registrations owned by Debtors (the "Trademarks"), together with the goodwill of the businesses connected with the use of, and symbolized by, the Trademarks;
- b. any copyright and copyright registration by Debtors and all issuances, extensions, and renewals thereof (the "Copyrights");
- c. any know how, trade secrets, customer lists, product lists with customer-specific pricing, and all engineering drawings;
- d. all other intellectual property of Debtors of any kind or nature, including names, trade names, phone numbers, web sites, social media assets, internet domain names, logos, advertising copy, or artwork;
- e. 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;
- f. 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;
- g. any and all claims and causes of action, with respect to any of the foregoing, whether accrued before or accruing on or after the date hereof, including all rights to sue for and assert claims for damages, restitution, and injunctive and other legal and equitable relief for past, present or future infringement, dilution, misappropriation, disclosure, violation, misuse, breach, or default.

(collectively, the "Assigned IP").

By way of limitation, the Assigned IP shall not include any Excluded Assets, as that term is defined in the Purchase Agreement.

2. **Trustee's Right to Use Assigned IP.** The Trustee has the right to use the Assigned IP as is reasonably necessary to administer the Bankruptcy Case. To the extent there is a dispute over what is reasonably necessary, the Parties shall cooperate regarding any disputes as to the use of the Assigned IP and the Bankruptcy Court shall maintain jurisdiction to resolve any disputes.

3. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

4. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the 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 IP. The representations, warranties, covenants, agreements, and indemnities, and waivers thereof, contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Without limiting the generality of the foregoing, Seller makes no representations or warranties of any kind regarding the Assigned IP, including, but not limited to, those relating to the ownership, identity, scope, existence, condition, validity, or enforceability of the Assigned IP. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **Counterparts.** This IP 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 IP 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 IP Assignment.

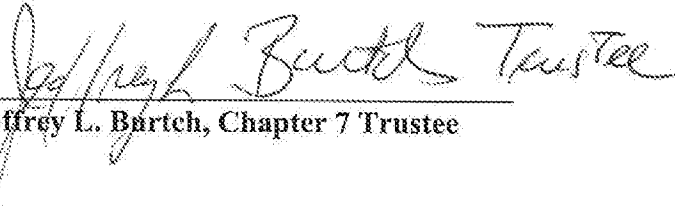
6. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, including, title 11 of the United States Code, and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page to follow]

IN WITNESS WHEREOF, SELLER HAS DULY EXECUTED AND DELIVERED THIS IP ASSIGNMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Seller: Jeffrey L. Burtch, solely in his capacity as Chapter 7 Trustee of the Bankruptcy Estates of ProAir Holdco, LLC, ProAir Holdco, LLC, ProAir Intermediate Holdco, LLC, ProAir LLC, American Cooling Technology, LLC, Bus Air, LLC, and Evans Tempecon Delaware, LLC

By: 
Jeffrey L. Burtch, Chapter 7 Trustee

AGREED TO AND ACCEPTED:

Buyer: O2 Cool Manufacturing LLC

By: _____
Tony Woods

Its: Owner

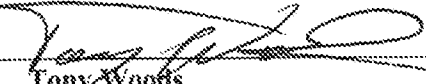
IN WITNESS WHEREOF, SELLER HAS DULY EXECUTED AND DELIVERED THIS
IP ASSIGNMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Seller: Jeffrey L. Burch, solely in his capacity as Chapter 7
Trustee of the Bankruptcy Estates of ProAir Holdco, LLC,
ProAir Holdco, LLC, ProAir Intermediate Holdco, LLC,
ProAir LLC, American Cooling Technology, LLC,
Bus Air, LLC, and Evans Tempon Delaware, LLC

By: _____
Jeffrey L. Burch, Chapter 7 Trustee

AGREED TO AND ACCEPTED:

Buyer: O2 Cool Manufacturing LLC

By:  _____
Tony Woods
Its: Owner