

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843979

<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>
Weller Ice, LLC		08/07/2023	Limited Liability Company: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Turbo Products, LLC		
<b>Street Address:</b>	212700 Laser Drive		
<b>City:</b>	Stratford		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54484		
<b>Entity Type:</b>	Limited Liability Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0743791	TURBO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025811087		
<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>	5025895400		
<b>Email:</b>	trademarks@fbtlaw.com		
<b>Correspondent Name:</b>	Cynthia Stewart		
<b>Address Line 1:</b>	400 W. Market Street, 32nd Floor		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Cynthia Stewart		
<b>SIGNATURE:</b>	/Cynthia Stewart/		
<b>DATE SIGNED:</b>	10/06/2023		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment"), dated as of August 7, 2023, is made by **Weller Ice, LLC** (d/b/a Vogt Ice, LLC), a Kentucky limited liability company with a mailing address of 1000 W. Ormsby Avenue, Unit 19, Louisville, KY 40210 USA ("Seller"), in favor of **Turbo Products, LLC**, a Wisconsin limited liability company with a mailing address of 212700 Laser Drive, Stratford, WI 54484 USA ("Purchaser").

WHEREAS, pursuant to the terms of an Asset Purchase Agreement of even date herewith between Seller and Purchaser (the "APA"), Seller has sold, assigned, and transferred to Purchaser, among other assets, certain intellectual property of Seller, and in connection therewith has agreed to execute and deliver this Trademark Assignment to Purchaser for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any other applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration described in the APA, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following: (a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; (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 other applicable jurisdictions to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request and at Purchaser's sole cost and expense (notwithstanding Section 3 hereof or any provision of the APA to the contrary), Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser, 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 Trademarks to Purchaser.

3. Terms of the APA. This Trademark Assignment is subject to the terms of the APA, including the representations, warranties, and indemnities set forth therein, and this Trademark Assignment shall not be deemed to expand, reduce, or otherwise modify any such



terms. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

4. Miscellaneous. This Trademark Assignment may be executed and delivered in counterparts and by electronic means. 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 internal laws of the State of Delaware. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

\* \* \* \* \*



IN WITNESS WHEREOF, Seller has executed this Trademark Assignment Agreement as of the date set forth above.

Seller:

**Weller Ice, LLC (d/b/a Vogt Ice, LLC)**

By:

Name: William Snyder

Title: Chief Executive Officer

State of Kentucky )  
 ) ss:

County of Jefferson )

On the 1<sup>st</sup> day of August, 2023, before me personally appeared William Snyder, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing Trademark Assignment Agreement, and who did execute the foregoing instrument before me, and who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Weller Ice, LLC (d/b/a Vogt Ice, LLC), the Kentucky limited liability company described, and acknowledged the instrument to be the free act and deed of such limited liability company for the uses and purposes mentioned in the instrument.

By:

Name: Debbie Burgett

Title: Notary Public KY#14763

My commission expires: 9/2/24

Seal:

*Signature Page to Trademark Assignment Agreement*

IN WITNESS WHEREOF, Purchaser has executed this Trademark Assignment Agreement as of the date set forth above.

Purchaser:

Turbo Products, LLC

By: [Signature]

Name: Jordy Oonk

Title: Manager

State of Kentucky )  
 ) ss:

County of Harrison )

On the 2<sup>nd</sup> day of August, 2023, before me personally appeared Jordy Oonk, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing Trademark Assignment Agreement, and who did execute the foregoing instrument before me, and who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Manager of Turbo Products, LLC, the Wisconsin limited liability company described, and acknowledged the instrument to be the free act and deed of such limited liability company for the uses and purposes mentioned in the instrument.

By: [Signature]

Name: Debbie Eurgan

Title: Notary Public Ky/ID# 14768

My commission expires: 9/9/24


Seal:

*Signature Page to Trademark Assignment Agreement*


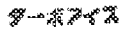
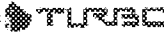
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Schedule 1  
Assigned Trademarks

USA Trademark Registration:

Word Mark	Serial Number	Registration Number	Registration Date
TURBO (stylized) 	72139824	0743791	January 15, 1963

Foreign Trademark Registrations:

Country	Mark	Registration Number	Date Issued
Canada	TURBO	TMA 425984	April 15, 1994
China	TURBO	812498	February 7, 1996
China	TURBO	18696530	April 28, 2017
Japan	TURBO and design 	4050430	August 29, 1997
Japan	TURBO ICE 	994470	January 20, 1973
Korea	TURBO and design 	40-0242974	April 5, 2012
Mexico	TURBO	535360	October 31, 1996

*Schedule 1 to Trademark Assignment Agreement*

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*msd*

**RECORDED: 10/06/2023**

**TRADEMARK**  
**REEL: 008219 FRAME: 0400**