

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM845812

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900806068

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Howden Group Limited		08/18/2023	Limited Liability Company: UNITED KINGDOM

## RECEIVING PARTY DATA

<b>Name:</b>	Howden Roots LLC
<b>Street Address:</b>	900 W Mount Street
<b>City:</b>	Connersville
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	47331
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	5115676	TRI-RAM

## CORRESPONDENCE DATA

## Fax Number:

*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.*

**Email:** mail@iphorgan.com  
**Correspondent Name:** Alexander Bara - IpHorgan Ltd.  
**Address Line 1:** 195 N. Arlington Heights Rd.  
**Address Line 2:** Suite 125  
**Address Line 4:** Buffalo Grove, ILLINOIS 60089

<b>ATTORNEY DOCKET NUMBER:</b>	IRC 13857 US
<b>NAME OF SUBMITTER:</b>	Alexander T Bara
<b>SIGNATURE:</b>	/Alexander T Bara/
<b>DATE SIGNED:</b>	10/13/2023

## Total Attachments: 4

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## **TRADEMARK AND DOMAIN NAME ASSIGNMENT**

This Trademark and Domain Name Assignment (the “Assignment”), dated as of August 18, 2023, is being executed by Howden Group Limited, a limited liability company organized under the laws of the United Kingdom (“Assignor”), in favor of Howden Roots LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor is the owner of the trademarks and domain names set forth on Schedule A hereto (the “Assigned IP”); and

WHEREAS, pursuant to the Equity Purchase Agreement, including Section 3.4, by and between Howden USA Company, a Delaware Corporation; Ingersoll Rand Inc., a Delaware corporation and Chart Inc., a Delaware Corporation (the “Purchase Agreement”), Assignor wishes to sell and assign to Assignee and Assignee wishes to purchase and accept the assignment of all right, title and interest of Assignor in and to the Assigned IP.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the date hereof, Assignor sells, transfers, assigns, conveys and delivers to Assignee, and Assignee accepts all right, title and interest of Assignor in and to, the Assigned IP, including any and all associated (a) goodwill symbolized thereby; (b) rights to sue for past, present and future infringements, dilution, misappropriation or other violation or conflict associated with such Assigned IP, including the right to settle suits involving claims and demands for royalties owing; (c) rights to claim priority based on such Assigned IP and to prosecute, register, maintain and defend such Assigned IP before any public or private agency, office or registrar rights to assign the rights conveyed herein, all of the foregoing to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.
2. Recordation and Transfer of Domain Names. Assignor hereby authorizes Assignee to record this Assignment with any relevant governmental authority or domain name registrar so as to perfect its ownership of the Assigned IP. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, the domain name registrar and any other relevant authority to transfer all registrations and registration applications for the Assigned IP to Assignee as assignee of Assignor’s right, title and interest therein in accordance with this Assignment, and to issue to Assignee all registrations which may issue with respect to any applications for intellectual property rights included in such Assigned IP. Assignor shall, within seven (7) Business Days of the Closing Date, consummate the transfer to Assignee or its designees of all registrations and registry contact persons for all domain names included in the Assigned IP, including by providing all necessary passwords and contact information to the applicable registries and/or Assignee.

3. Miscellaneous. Sections 12.5, 12.12, 12.13, and 12.17 of the Purchase Agreement are hereby incorporated herein, *mutatis mutandis*. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.
4. Purchase Price. In consideration for such transfer, assignment, conveyance and delivery of the Assigned IP as set forth in the foregoing Section 1, Assignee shall take the actions set forth in Section 3.2(b) of the Purchase Agreement regarding payment of the IP Purchase Price.

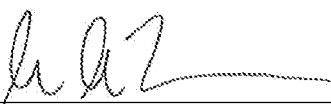
*[Signature page follows.]*

**IN WITNESS WHEREOF**, the parties have caused this Assignment to be executed as of the date first written above.

**HOWDEN GROUP LIMITED**

By:   
Name: Jillian C. Evanko  
Title: Director

**HOWDEN ROOTS LLC**

By:   
Name: Mark Paul Lehman  
Title: Vice President and Secretary

**Schedule A**

**Assigned IP**

Trademarks:

Mark	Country	Application Number	Application Date	Registration Number	Registration Date
TRI-RAM - Wordmark	Canada	1,751,012	10/19/2015	TMA988,735	1/17/2018
TRI-RAM - Wordmark	European Union	014694641	10/19/2015	014694641	2/4/2016
TRI-RAM - Wordmark	United Kingdom	014694641	10/19/2015	UK009014694641	2/4/2016
TRI-RAM - Wordmark	United States	86/790,975	10/16/2015	5,115,676	1/3/2017

Domain Names:

rootsblower.biz  
rootsblower.com  
rootsblower.info