

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W.B. Marvin Manufacturing Co.		01/04/2008	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	Thermwell Products Co., Inc.
Street Address:	420 Route 17 South
City:	Mahwah
State/Country:	NEW JERSEY
Postal Code:	07430
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78916289	DORM BLAST
Serial Number:	78916286	DORM STORM
Registration Number:	3095951	COMFORT CENTER
Registration Number:	2712586	THE AFFORDABLE ALTERNATIVE TO CUSTOM SCREENS
Registration Number:	2482653	MARVIN
Registration Number:	1631499	COOL WAVE
Registration Number:	1151467	MARVIN
Registration Number:	1166093	MARVIN
Registration Number:	1122743	MARVIN
Registration Number:	1124689	MARVIN
Registration Number:	2783404	HEAT N' LIGHT
Registration Number:	2058409	WORK ZONE
Registration Number:	1483261	FREEZEGUARD
Registration Number:	1427381	MARVIN

CH \$365.00 78916289

CORRESPONDENCE DATA

Fax Number: (973)621-7406
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-621-9020
Email: rbrosen@hlgslaw.com
Correspondent Name: Robert B. Rosen, Esq.
Address Line 1: One Gateway Center
Address Line 2: 8th Floor
Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	13784
NAME OF SUBMITTER:	Robert B. Rosen
Signature:	/Robert B. Rosen/
Date:	01/11/2008

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement") is effective as of January 4, 2008 (the "Effective Date"), between THE W.B. MARVIN MANUFACTURING COMPANY, a Ohio corporation ("Assignor"), and THERMWELL PRODUCTS CO., INC., a New Jersey corporation ("Assignee").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement by and between Assignor and Assignee dated January 4, 2008 (the "Sale Agreement"), Assignor agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in and to the Acquired Assets (as defined in the Sale Agreement); and

WHEREAS, the Acquired Assets include all of Assignor's right, title and interest in and to the trademarks and service marks set forth on Schedule A (the "Marks");

NOW, THEREFORE, for good and valuable consideration (including that recited in the Sale Agreement), the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee any and all of its right, title and interest worldwide in and to the Marks, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby.
2. Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as they would have been held and enjoyed by Assignor had the assignment in Section 1 not been made.
3. This Agreement shall be deemed effective as between the parties as of the Effective Date.
4. Assignor will, at Assignee's request and expense, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Marks in Assignee. Assignor hereby authorizes Assignee to request the relevant government entity or agency, in each applicable country or jurisdiction, to record Assignee as the assignee and owner of the Marks.
5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
6. This Agreement shall be governed in all respects by the laws of the State of New Jersey.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto execute this Assignment as of the date first above written.

THE W.B. MARVIN MANUFACTURING
COMPANY

By: *Julia F. Johnson*
JULIA F. JOHNSON, Chairman

THERMWELL PRODUCTS CO., INC.

By: _____
VINCENT J. GIARRATANA, Executive Vice
President

IN WITNESS WHEREOF, the parties hereto execute this Assignment as of the date first above written.

THE W.B. MARVIN MANUFACTURING
COMPANY

By: _____
JULIA F. JOHNSON, Chairman

THERMWELL PRODUCTS CO., INC.

By:  _____
VINCENT J. GIARRATANA, Executive Vice
President

SCHEDULE A

CATEGORY 1 - FANS AND WINDOW SCREENS

APPLICATIONS FOR UNITED STATES TRADEMARK REGISTRATIONS

<u>Serial #</u>	<u>Mark</u>	<u>Product</u>
78/916,289	DORM BLAST	Fans
78/916,286	DORM STORM	Fans

UNITED STATES FEDERAL TRADEMARK REGISTRATIONS

<u>Reg. #</u>	<u>Mark</u>	<u>Product</u>
3,095,951	COMFORT CENTER	Fans (also Heaters)
2,712,586	THE AFFORDABLE ALTERNATIVE TO CUSTOM SCREENS	Screens
482,653	MARVIN & DESIGN	Fans and Window Screens (also Heaters)
5,149,499	COOL WAVE	Fans
5,146,467	MARVIN	Screens

MARVIN and Design	Screens
MARVIN and Design	Ventilators, Filters, Screens, Fans
MARVIN	Ventilators, Filters, Screens, Fans

1,166,093
1,122,743
1,124,689

CATEGORY 2 - SPACE HEATERS

UNITED STATES FEDERAL TRADEMARK REGISTRATIONS

<u>Registration #</u>	<u>Mark</u>	<u>Product</u>
3,095,951	COMFORT CENTER	Heaters (also Fans)
2,482,653	MARVIN & DESIGN	Heaters (also Fans)
2,783,404	HEAT N' LIGHT	Heaters
2,058,409	WORK ZONE	Heaters
1,783,261	FREEZE GUARD	Heaters
1,127,381	MARVIN	Heaters