СН \$190.00

ETAS ID: TM467687

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MPC, Inc.		03/29/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Strobic Air Corporation
Street Address:	700 Emlen Way
City:	Telford
State/Country:	PENNSYLVANIA
Postal Code:	18969
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1170076	COMMAND-A-PITCH
Registration Number:	4042193	STROBIC AIR
Registration Number:	3760671	TRI-STACK
Registration Number:	4327385	STROBIC AIR THE POWER OF INNOVATION
Registration Number:	4327386	THE POWER OF INNOVATION
Registration Number:	2992868	ACOUSTICAL WIND BAND
Registration Number:	4038143	

CORRESPONDENCE DATA

Fax Number: 2155683439

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.

Phone: 215-568-3100

Email: bhipdocket@bakerlaw.com, nfrandsen@bakerlaw.com,

jdale@bakerlaw.com

Correspondent Name: Nancy Rubner Frandsen

Address Line 1: 2929 Arch Street Address Line 2: Cira Centre, 12th Floor

Address Line 4:

Philadelphia, PENNSYLVANIA 19104-2891

NAME OF SUBMITTER: Judy Dale-Paralegal

SIGNATURE: /Judy Dale/

DATE SIGNED:	03/29/2018
Total Attachments: 7	
source=Trademark Assignment Execute	d#page1.tif
source=Trademark Assignment Execute	d#page2.tif
source=Trademark Assignment Execute	d#page3.tif
source=Trademark Assignment Execute	d#page4.tif
source=Trademark Assignment Execute	d#page5.tif
source=Trademark Assignment Execute	d#page6.tif
source-Trademark Assignment Execute	d#page7 tif

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made to be effective as of March 29,

2018, by and between MPC, Inc., hereinafter referred to as the ASSIGNOR, a corporation of

Delaware having its principal place of business at 103 Springer Building, 3211 Silverside Road,

Wilmington, Delaware 19810, and Strobic Air Corporation, hereinafter referred to as the

ASSIGNEE, a corporation of Delaware having its principal place of business at 700 Emlen Way,

Telford, Pennsylvania 18969.

WHEREAS, Assignor is the sole owner of the entire right, title, and interest in and

to the marks and the corresponding registrations therefor set forth in <u>Schedule A</u> attached hereto

and made a part hereof (hereinafter collectively referred to as the "Trademarks"), together with the

business and goodwill arising from or associated with the Trademarks, free and clear of all liens

and encumbrances other than the Security Agreement listed in Schedule B attached hereto (the

"Security Agreement"), which shall be terminated and released in accordance with Section 2.04(b)

of that certain Stock Purchase Agreement, by and among ASSIGNEE, Cincinnati Fan & Ventilator

Company, Inc., Met-Pro Technologies LLC ("Seller") and CECO Environmental Corp. (the SPA");

and

WHEREAS, Assignee is desirous of obtaining all of the Assignor's rights, title and

interest in and to the Trademarks, together with the goodwill of the business associated with the

Trademarks:

NOW, THEREFORE, in consideration of the mutual covenants, and other good and

valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor and

Assignee agree as follows:

1. Assignor has irrevocably and perpetually sold, assigned, transferred, and set

over, and by this Assignment does hereby irrevocably and perpetually sell, assign, transfer, and set

1

NAI-1503555136v6

over unto Assignee, its successors and assigns, and Assignee hereby accepts and receives, in each case, free and clear of all liens and encumbrances other than the Security Agreement, the entirety of Assignor's worldwide right, title, and interest in and to the Trademarks, together with all goodwill of the business arising from or associated with the Trademarks and all registrations and applications therefor, including 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 any and all claims and causes of action, with respect to any of the Trademarks, whether accruing before, on and/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, violation or misuse, with the right (but no obligation) to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages and for its own use and enjoyment and for the use and enjoyment of its successors or assigns. Assignor further irrevocably and perpetually assigns to and authorizes Assignee, and Assignee hereby accepts and receives, free and clear of all liens and encumbrances other than the Security Agreement, the entirety of Assignor's right to file (as between Assignor and its affiliates (other than Assignee) on the one hand and Assignee on the other hand) corresponding applications for registration of the Trademarks in all countries, to be held and enjoyed by Assignee, its successors, assigns, nominees or legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment, sale and transfer not been made.

2. Assignor hereby covenants that it has full right to convey the entire right, title, and interest herein stated to be assigned, and that Assignor has not granted any rights nor executed and will not grant any rights nor execute any agreement in conflict herewith, and Assignor further covenants and agrees that it will each time request is made and without undue delay, (a) at

2

Seller's sole expense, execute and deliver all such papers and do such other acts as may be necessary or desirable to perfect the title to the Trademarks in Assignee, its successors, assigns, nominees, or legal representatives, and (b) execute and deliver all lawful papers to execute all applications, to make all rightful oaths, and generally to take commercially reasonable actions to aid Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper trademark protection for said marks in any and all countries at the expense, however, of said Assignee, its successors, assigns, nominees, or legal representatives.

- 3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and any official of any corresponding foreign country or countries, to record the Trademarks, and title thereto, as the property of Assignee, in accordance with the terms of this Assignment.
- 4. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States 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).

3

IN WITNESS WHEREOF, the parties have cause this Assignment to be executed by their duly authorized officers or representatives and to be effective as of the date first written above.

ASSIC	GNOR: MPC INC.
	By: Matthew Eckl
	Its: _CFO & Treasurer
	Date: March 29, 2018
hat he/she as such <u>('FO & Treasure</u>	who acknowledged himself/herself of MPC Info., a corporation, and being authorized to do so, executed the foregoing ained by signing the name of the corporation by

ASSIGNEE: STROBIC AIR CORPORATION

By:
Matthew Eckl
Its: <u>CFO & Treasurer</u>
Date: March 29, 2018
STATE OF Texas: : SS COUNTY OF Dallas:
On this 29th day of March , year of 2018 before me, the undersigned officer, personally appeared Mathew ECK(, who acknowledged himself/herself to be the CFO & Treasurer of Strobic Air Corp., a corporation, and that he/she as such CFO & Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as CFO & Treasurer
KATHRYN SEALE Notary ID #10935893 My Commission Expires December 21, 2021

SCHEDULE A

COUNTRY	MARK	REGISTRATION NUMBER
United States	COMMAND-A-PITCH	1170076
United States	STROBIC AIR	4042193
United States	TRI-STACK	3760671
United States	STROBIC AIR THE POWER OF	4327385
	INNOVATION	
United States	THE POWER OF INNOVATION	4327386
United States	ACCOUSTICAL WIND BAND	2992868
United States		4038143

6 NAI-1503555136v6

SCHEDULE B

Nature of	Conveying Party	Receiving Party	Execution Date
Agreement			
Security Interest	MPC, Inc.	Bank of America,	August 27, 2013
		N.A.	

7 NAI-1503555136v6

RECORDED: 03/29/2018