

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leslie Controls, Inc.		01/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MEC CRYO LLC		
Street Address:	1506 George Brown Drive		
City:	Marshall		
State/Country:	MICHIGAN		
Postal Code:	49068		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2810007	CPC-CRYOLAB	
CORRESPONDENCE DATA			
Fax Number:	2158325378		
<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:	215.569.5378		
Email:	trademarks@blankrome.com		
Correspondent Name:	Bradford C. Craig		
Address Line 1:	130 N. 18th Street		
Address Line 2:	Blank Rome LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	150158.00501		
NAME OF SUBMITTER:	Bradford C. Craig		
SIGNATURE:	/bcc/		
DATE SIGNED:	01/19/2021		
Total Attachments: 5			
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OP \$40.00 2810007

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) is entered into as of this 15th day of January, 2021, by Leslie Controls, Inc., a Delaware corporation (“Assignor”) in favor of MEC CRYO LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated as of even date herewith (the “Agreement”) pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, certain marks, both registered and unregistered, which are part of the Business, as defined in the Agreement, (the “Marks”);

WHEREAS, Assignor owns all right, title and interest in and to the Marks including, without limitation, the trademark registrations, identified and set forth on Schedule A attached hereto, and all goodwill associated therewith;

WHEREAS, Assignee is the successor to that portion of the assets of the Business of the Assignor to which the Marks pertain and such Business is ongoing; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for the consideration recited in the Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Marks, in the United States and all countries throughout the world, together with the goodwill of the Business associated therewith, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, including all rights of priority, to the full end of the term or terms for which the foregoing may be granted, renewed and/or extended, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and

delivery of any assignments, affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.
4. This Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Agreement and is subject to the terms and conditions set forth in the Agreement. Nothing contained in this Assignment shall be construed to supersede, limit, qualify or otherwise modify any provision of the Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall govern.

* * * * *

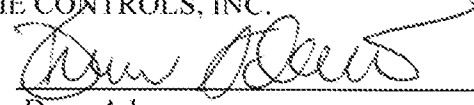
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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

LESLIE CONTROLS, INC.

By:



Name: Drew Adams

Title: Vice President and Secretary

ASSIGNEE:


MEC CRYO LLC

By: *Robert K Klebe*

Name: Robert Kevin Klebe

Title: Managing Director

Schedule A
to Trademark Assignment

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
(CPC-CRYOLAB) 	United States	76454281	October 1, 2002	2810007	February 3, 2004