

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640559

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900595442		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cozy Heating Systems LLC		01/28/2021	Limited Liability Company: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Winter is Coming LLC		
<b>Street Address:</b>	250 W. Laurel St.		
<b>City:</b>	Colton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92324		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90253848	PILOTPRO	
<b>Registration Number:</b>	4688382	COZY	
<b>Registration Number:</b>	5708692	COZY	
<b>Registration Number:</b>	5904156	PILOTPRO	
<b>Registration Number:</b>	5930307	COZY	
<b>Registration Number:</b>	5964624	COZY HEATING SYSTEMS LLC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3177133500		
<b>Email:</b>	TMTAFTDOCKET@TAFTLAW.COM		
<b>Correspondent Name:</b>	Jane Berman		
<b>Address Line 1:</b>	111 E Wacker Dr Ste 2800, Chicago, IL 60		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	CON51-GN001		
<b>NAME OF SUBMITTER:</b>	Jane Berman		
<b>SIGNATURE:</b>	/Jane Berman/		

<b>DATE SIGNED:</b>	04/20/2021
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**Total Attachments: 8**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of January 28, 2021, is made by COZY HEATING SYSTEMS LLC, a Kentucky limited liability company (“**Seller**”), in favor of WINTER IS COMING LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and among Buyer, Seller, BRINLY-HARDY COMPANY, a Kentucky corporation, WILLIAMS COMFORT PRODUCTS LLC, a Delaware limited liability company, and CONTINENTAL MATERIALS CORPORATION, a Delaware corporation, dated as of January 24, 2021 (the “**Asset Purchase Agreement**”).

**RECITALS**

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and the United States Copyright Office, domain name registrars, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller has irrevocably conveyed, transferred, and assigned to Buyer, and hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the Intellectual Property Assets, as such are defined in the Asset Purchase Agreement, which Intellectual Property Assets include, without limitation:

- (a) all patents and patent applications listed on Schedule 1 hereto;
- (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, and rights in telephone numbers, together with all of the goodwill associated with any of them, listed on Schedule 2 hereto;
- (c) all copyrightable works, all copyrights, and all applications and registrations therefor listed on Schedule 3 hereto); and
- (d) all web addresses, sites and domain names and numbers, domain name registrations, social network application names, handles, and application IDs, usernames, user IDs and identification numbers, and any other intellectual property listed on Schedule 4 hereto.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, any domain name registrars, and the officials of any corresponding entities or agencies in any applicable jurisdictions, to record

and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Intellectual Property Assets to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Intellectual Property Assets. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the Asset Purchase Agreement and this IP Assignment, the Asset Purchase Agreement and all of the terms therein shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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 Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this IP Assignment as of the date first above written.

COZY HEATING SYSTEMS LLC

By:   
Name: Jane W. Hardy  
Title: Chief Executive Officer

WINTER IS COMING LLC

By: \_\_\_\_\_  
Name: Ryan Sullivan  
Title: Manager

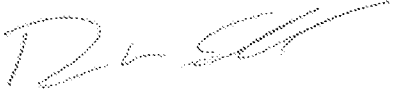
*[Signature Page to Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this IP Assignment as of the date first above written.

COZY HEATING SYSTEMS LLC

By: \_\_\_\_\_  
Name: Jane W. Hardy  
Title: Chief Executive Officer

WINTER IS COMING LLC

By:  \_\_\_\_\_  
Name: Ryan Sullivan  
Title: Manager

## SCHEDULE 1

### ASSIGNED PATENTS AND PATENT APPLICATIONS

#### Patents

Title	Jurisdiction	Patent Number	Issue Date




#### Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Intermittent ignition device for a furnace	US	App. No. 16/589,761	October 1, 2019
Automatic intermittent ignition device with externally mounted controls for direct heat furnace applications	US	App. No. 62/743,140	October 9, 2018


**SCHEDULE 2**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
COZY Logo: 	US	4,688,382	February 17, 2015
COZY (word mark)	US	5,708,692	March 26, 2019
PILOTPRO (word mark)	US	5,904,156	November 5, 2019
COZY Logo: 	US	5,930,307	December 10, 2019
COZY HEATING SYSTEMS LLC Logo: 	US	5,964,624	January 21, 2020

**Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>ITU Status</b>	<b>Application Serial Number</b>	<b>Filing Date</b>
PILOTPRO Logo: 	US	Use	90/253,848	October 14, 2020



**SCHEDULE 3**

**ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

**Copyright Registrations**

<b>Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>

**Copyright Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Filing Date</b>

## SCHEDULE 4

### DOMAIN NAME REGISTRATIONS, SOCIAL MEDIA NAMES, AND OTHER ASSIGNED INTELLECTUAL PROPERTY

#### Social Media Accounts

- Facebook: <https://www.facebook.com/cozyheaters/>
- Youtube: <https://www.youtube.com/channel/UCce0d-75GHB2bmCIit2MWQ>
- Twitter: <https://twitter.com/cozyheaters?lang=en>
- Instagram: <https://www.youtube.com/channel/UCce0d-75GHB2bmCIit2MWQ>
- LinkedIn: <https://www.linkedin.com/company/33244988/>
- Pinterest: [https://www.pinterest.com/cozy\\_heating/](https://www.pinterest.com/cozy_heating/)

#### Domain Names/URLs

- cozypilotpro.com
- coziheaters.com
- shop.cozyheaters.com
- cozyheat.com
- cozyheaters.com
- kozyheaters.com
- pilotprobycozy.com
- cozy-heaters.com