

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WARNER POWER ACQUISITION, LLC		05/09/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MACRO MAGNETICS, LLC		
Street Address:	861 47TH STREET		
City:	WYOMING		
State/Country:	MICHIGAN		
Postal Code:	49509		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6280608	TERMIFLEX	
CORRESPONDENCE DATA			
Fax Number:	4042644033		
<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:	4048461693		
Email:	LUANN.MILLER@BTLAW.COM		
Correspondent Name:	BARNES & THORNBURG LLP (AT) - L. MILLER		
Address Line 1:	3475 PIEDMONT ROAD, N.E.		
Address Line 2:	SUITE 1700		
Address Line 4:	ATLANTA, GEORGIA 30305-3327		
NAME OF SUBMITTER:	JASON A. BERNSTEIN		
SIGNATURE:	/JASON A. BERNSTEIN, REG. NO. 31236/		
DATE SIGNED:	06/13/2022		
Total Attachments: 4			
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OP \$40.00 6280608

ASSIGNMENT OF TRADEMARK

This Trademark Assignment ("Assignment") is made and entered into effective as of this 9th day of May, 2022 (the "Effective Date"), by and between **WARNER POWER ACQUISITION, LLC**, a Delaware limited liability company, of 19 Mill Street, Warner, New Hampshire 03278 ("Assignor") and **MACRO MAGNETICS, LLC**, a Michigan limited liability company, of 861 47th Street, Wyoming, Michigan 49509 ("Assignee").

WHEREAS, the Assignor has agreed, among other things, to sell, transfer, assign, convey and deliver to the Assignee certain assets of the Assignor pursuant to that certain Asset Purchase Agreement, dated January 24, 2022 (the "APA"), including without limitation, the trademarks set forth on Schedule A attached hereto (the "Marks"); and

WHEREAS, the Assignee desires to acquire the Assignor's entire right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby grants, conveys, transfers, and assigns to the Assignee all of the Assignor's rights, title and interest in and to the Marks, together with (a) all registrations and applications for the foregoing; and all common law rights in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademark that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill of the business connected with the use of and symbolized by the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing.

2. Recordation and Further Actions. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to transfer to the Assignee, its successors and assigns, record ownership of such registrations and/or applications, and to issue to the Assignee, its successors and assigns, all Certificates of Registration, arising from the applications. The Assignor and the Assignee agree to execute such additional documents and to perform such additional tasks as are required to effectuate the terms of this Assignment, including without limitation, the execution and filing of any documents necessary to transfer to the Assignee and its successors and assigns all of the Assignor's rights in the Marks.

3. General.

3.1 Entire Agreement; Modification. This Assignment, together with the APA, contains the entire agreement and understanding of the parties hereto with respect to its subject

matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern. This Assignment may not be amended except by a written agreement signed by each of the parties to this Assignment. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

3.2 Severability. If any provision of this Assignment is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provision shall be replaced by the Assignor and the Assignee with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

3.3 Headings; Construction. The headings of Articles and Sections in this Assignment are provided for convenience only and will not affect its construction or interpretation. All annexes, exhibits and schedules to this Assignment are incorporated into and constitute an integral part of this Assignment as if fully set forth herein. All words used in this Assignment will be construed to be of such gender or number as the context requires. All references to documents, instruments or agreements will be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto. The language used in this Assignment will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party has reviewed this Assignment and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be available in the interpretation of this Assignment.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to its principles of conflicts of laws.

3.5 Execution; Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed and delivered this Assignment of Trademark solely for the purposes set forth above, all as of the date first above written.

Assignor:

WARNER POWER ACQUISITION, LLC
a Delaware limited liability company

By: 

Name: Andrew Ottaway

Title: Receiver of GTI Power Acquisition,
LLC and related entities

Assignee:

MACRO MAGNETICS, LLC
a Michigan limited liability company

By: 

Name: Robert Roth

Title: Manager

Signature Page to Assignment of Trademark

TRADEMARK
REEL: 007749 FRAME: 0564

SCHEDULE A

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
TERMIFLEX	United States of America	88922893	May 19, 2020	6280608	March 2, 2021	Registered