

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.P.S. PRODUCTS, INC.		12/01/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	FREUDENBERG FILTRATION TECHNOLOGIES LP		
Street Address:	2975 PEMBROKE AVE.		
City:	HOPKINSVILLE		
State/Country:	KENTUCKY		
Postal Code:	42240		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2502189	BESTAIR	
Registration Number:	2368252	MICRO FREE	
Registration Number:	5318374	PURE FIT	
Registration Number:	1845255	WATER PAD	
Registration Number:	5177699	XPANDA	
Registration Number:	5176928	ZEN ESSENCE	
CORRESPONDENCE DATA			
Fax Number:	7343545755		
<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:	7343545332		
Email:	connie.mclean@fnacc.com		
Correspondent Name:	Connie McLean		
Address Line 1:	47774 West Anchor Court		
Address Line 4:	Plymouth, MICHIGAN 48170		
NAME OF SUBMITTER:	Connie McLean		
SIGNATURE:	/Connie McLean/		
DATE SIGNED:	01/23/2023		
Total Attachments: 5			

OP \$165.00 2502189

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), is dated and effective as of December 1, 2021 (the "Effective Date"), by and between R.P.S. Products, Inc., an Illinois corporation ("Assignor"), and Freudenberg Filtration Technologies LP, a Delaware limited partnership ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations and applications for registration identified more fully in the attached Schedule A (collectively, the "Assigned Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated October 8, 2021 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, substantially all the assets of Assignor, including the Assigned Trademarks and the goodwill of the business symbolized thereby. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, Assignor wishes to assign the Assigned Trademarks to Assignee, and Assignee wishes to acquire the Assigned Trademarks from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and pursuant to the Purchase Agreement:

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors, assigns and legal representatives, all of Assignor's right, title and interest in and throughout the world in and to the Assigned Trademarks (including any common law rights that may exist and are associated therewith), and all goodwill associated therewith, free and clear of all Liens other than Permitted Liens. Assignor further assigns to Assignee, relating to the Assigned Trademarks, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to all income, royalties, damages, proceeds, or payments, including without limitation, all claims, causes of action, and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from any of the foregoing, and all rights to pursue and collect damages, costs, attorney's fees, injunctive relief and other remedies for past, present or future infringement, dilution, or other violation thereof, and all unregistered trademarks, together with all adaptations, derivations, and combinations thereof, and all goodwill of the business symbolized by the Assigned Trademarks associated therewith.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Assigned Trademarks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignor agrees that upon request it will, at any time at Assignee's expense, execute and deliver all necessary documentation which may be reasonably necessary to further document and record the assignment of the Assigned Trademarks made hereby.

All representations and warranties of Assignor in the Purchase Agreement are hereby incorporated into this Trademark Assignment. Assignor will warrant and defend the sale, conveyance, transfer and assignment of the Assigned Trademarks to Assignee against all persons.

This Trademark Assignment shall become effective as of 12:01 a.m. Central Daylight Time on the Effective Date.

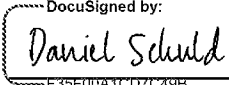
This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Trademark Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. This Trademark Assignment, to the extent delivered by means of a facsimile machine or electronic mail or with an electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com, will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature page follows]

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered by the duly authorized officer of each of the undersigned parties as of the date first above written.

ASSIGNOR:

R.P.S. Products, Inc.

By: 
Name: Daniel E. Schuld
Title: President

ASSIGNEE:

Freudenberg Filtration Technologies LP

By: _____
Name: Barry F. Kellar
Title: President

By: _____
Name: Michael A. Hawkins
Title: Treasurer

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered by the duly authorized officer of each of the undersigned parties as of the date first above written.

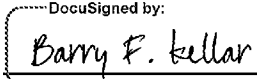
ASSIGNOR:

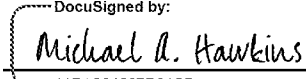
R.P.S. Products, Inc.

By: _____
Name: Daniel E. Schuld
Title: President

ASSIGNEE:

Freudenberg Filtration Technologies LP

By:  _____
Name: Barry F. Kellar
Title: President

By:  _____
Name: Michael A. Hawkins
Title: Treasurer

SCHEDULE A

Assigned Trademarks

<u>Mark</u>	<u>Country</u>	<u>Class - Goods</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
HUMIDICLEAN	Canada	Class 3 - Bleaching, cleaning preparations and nonmedicated cosmetics	441,632	3/31/1995	Registered
MICRO FREE	US	Class 11- filters, namely, furnace filters, air conditioning filters, and air cleaner filters, all for domestic use	2,368,252	7/18/2000	Registered
WATER PAD	US	Class 11 - replacement evaporative pads for humidifiers	1,845,255	7/12/1994	Registered
BESTAIR	US	Class 11 - Air filters for residential furnaces, air cleaners and humidifiers	2,502,189	10/30/2001	Registered
ZEN ESSENCE	US	Class 3 - Scented oils	5,176,928	4/4/2017	Registered
XPANDA	US	Class 11 - Furnace filters for domestic and commercial use	5,177,699	4/4/2017	Registered
PURE FIT	US	Class 11 - Air filters for furnaces and air conditioning units; filters for portable air cleaners; filters for humidifiers	5,318,374	10/24/2017	Registered