

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Famous Industries, Inc. DBA Heating & Cooling Products Company		08/24/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Royal Metal Products, LLC		
Street Address:	100 Royal Way		
City:	Temple		
State/Country:	GEORGIA		
Postal Code:	30179		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4769711	TOTALSEAL	
Registration Number:	5722560	ZIPGRIP	
Serial Number:	86633376	ZIPGRIP	
Registration Number:	5628198	HCP	
Registration Number:	5470190	HCP	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	hugh.griseto@smiths.com		
Correspondent Name:	Hugh Griseto		
Address Line 1:	500 Gould Dr.		
Address Line 2:	c/o Flex-Tek Group (US) LLC		
Address Line 4:	Cookeville, TENNESSEE 38506		
ATTORNEY DOCKET NUMBER:	158513.010300		
NAME OF SUBMITTER:	Mary Martha Adkins		
SIGNATURE:	/Mary Martha Adkins/		
DATE SIGNED:	12/04/2023		

CH \$140.00 4769711

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of August 23, 2023, by and between Royal Metal Products, LLC, a Georgia limited liability company ("Buyer"), and Famous Industries, Inc., an Ohio corporation, d/b/a Heating & Cooling Products and d/b/a HCP ("Seller"), and is entered into in connection with that certain certain Asset Purchase Agreement dated as of the date hereof, by and among Buyer, Seller and the other parties thereto (the "Purchase Agreement"). The Buyer and the Seller are individually referred to as a "Party", and collectively as the "Parties".

WHEREAS, Seller owns certain rights, title and interest in, to and under the Business Proprietary Rights (as defined in the Purchase Agreement); and

WHEREAS Seller wishes to sell, assign, transfer, convey and deliver to Buyer all of the Business Proprietary Rights in accordance with the terms set forth in the Purchase Agreement, and Buyer wishes to purchase from Seller such Business Proprietary Rights.

NOW THEREFORE, subject to the Purchase Agreement, in exchange for the consideration set forth in the Purchase Agreement and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Intellectual Property Assignment. Subject to the terms and conditions of the Purchase Agreement, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the Business Proprietary Rights, including but not limited to those items set forth on Schedule A hereto, and all the rights and privileges under any Business Proprietary Rights that may be granted therefor, together with the goodwill of the business associated with the Business Proprietary Rights; and all applications for intellectual property protection for the Business Proprietary Rights, including without limitation, all applications for Business Proprietary Rights which may hereafter be filed for any Business Proprietary Rights in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Business Proprietary Rights under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for intellectual property protection for the Business Proprietary Rights, including, without limitation, all applications for marks which may hereafter be filed for said Business Proprietary Rights in any country or countries, together with the right to file such applications; and all forms of intellectual property protection for the Business Proprietary Rights, which may be granted for said Business Proprietary Rights in any country or countries. Seller hereby authorizes Buyer to request the relevant intellectual property offices to record Buyer as the assignee and owner of the Business Proprietary Rights.

2. Domain Names. Seller further agrees that promptly after the Parties execute this Agreement, Seller shall commence transfer of ownership of any domain name including all sub-domain names included in the Business Intellectual Property (collectively, the "Domain Names") to Buyer in accordance with the on-line procedures provided by the registrar of the Domain Names. Buyer shall cooperate with Seller and provide information as necessary to Seller to complete the ownership transfer. Seller shall provide written acknowledgement confirming completion of the transfer of ownership to Buyer of such Domain Name within thirty (30) days of the date of this Agreement or as soon as reasonably practicable thereafter.

3. Recordation and Further Actions. Seller hereby authorizes the officials of any governmental agency or similar entity in any applicable jurisdiction to record and register this Agreement upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such reasonable steps and actions, and provide such reasonable 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, in forms reasonably acceptable to Seller, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Business Proprietary Rights to Buyer, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The Parties acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Business Proprietary Rights. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern. Capitalized terms that are not otherwise defined in this Agreement shall have the meaning set forth in the Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, diminish, enlarge or modify any provision or any of the obligations, agreements, covenants, or representations and warranties of Seller or Buyer contained in the Purchase Agreement.

5. Miscellaneous. The terms and provisions of Article VI of the Purchase Agreement are incorporated herein by reference as if set forth herein in their entirety and will apply mutatis mutandis to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

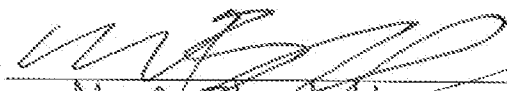
BUYER:

ROYAL METAL PRODUCTS, LLC

By: _____
Name: _____
Its: _____

SELLER:

FAMOUS INDUSTRIES, INC.

By: 
Name: Marc Blauschild
Its: President

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

BUYER:

ROYAL METAL PRODUCTS, LLC

By: Patrick Henry
Name: PATRICK HENRY
Its: CEO

SELLER:

FAMOUS INDUSTRIES, INC.


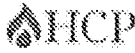
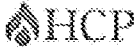
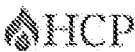
By: _____
Name: _____
Its: _____

[Signature Page to Intellectual Property Assignment Agreement]

Schedule A
Proprietary Rights

Trademarks

Country	Mark	App. / Reg. No.	Filing / Reg. Date	Status
U.S.	TOTALSEAL	4,769,711	July 7, 2015	Registered
U.S.	ZIPGRIP	5722560	April 9, 2019	Registered
U.S.	ZIPGRIP	55 632,378	May 18, 2015	Abandoned
Canada	ZIPGRIP	1058457	October 10, 2019	Registered
Canada	ZIPGRIP	1058462	October 10, 2019	Registered
Canada	TOTALSEAL	968813	March 27, 2017	Registered
Mexico	ZIPGRIP	1677525	November 18, 2015	Registered
Mexico	ZIPGRIP	1745459	November 18, 2015	Registered

Country	Mark	App. / Reg. No.	Filing / Reg. Date	Status
U.S.	 HCP	5628198	December 11, 2018	Registered
U.S.	HCP	5470190	May 15, 2018	Registered
Canada	 HCP	1070712	January 24, 2020	Registered
Canada	HCP	968734	April 20, 2017	Registered
Mexico	 HCP	1667554	August 23, 2016	Registered
Mexico	 HCP	1798601	April 21, 2016	Registered
Mexico	HCP	1676291	September 21, 2016	Registered
Mexico	HCP	1744396	April 19, 2017	Registered

Patents

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
PIPE FITTING WITH MODIFIED CRIMP ALLOWING FOR BOTH PIPE AND FLEXIBLE DUCT INSTALLATION							
UNITED STATES	14-10134-US	PCA	23 Sep 2015	14/503,286	05 Mar 2019	10,201,974	ISSUED-C
WIPO	14-10134-WO	CEC	23 Sep 2015	PCT/US15-51724			ABANDONED
UNITED STATES	14-10134-US-C1	CCA	17 Jan 2018	15,250,102	10 Nov 2020	10,633,322	ISSUED-C
ROLL FORMER							
UNITED STATES	14-10016-US-V2	OTW	15 Mar 2013	81,792,512			EXPIRED
UNITED STATES	14-10016-US-V3	OTW	15 Mar 2013	81,792,597			EXPIRED
CANADA	14-10016-CA-1	DCA	17 Mar 2014	2927358			ABANDONED
CANADA	14-10016-CA-2	DCA	17 Mar 2014	2927314	05 Apr 2021	2927314	ISSUED-C
CANADA	14-10016-CA-3	DCA	17 Mar 2014	2927321	28 Jan 2020	2927321	ISSUED-C
WIPO	14-10016-WO-1	CEC	17 Mar 2014	PCT/US2014/030547			NAT PHASE
WIPO	14-10016-WO-2	CEC	17 Mar 2014	PCT/US2014/030411			NAT PHASE
WIPO	14-10016-WO-3	CEC	17 Mar 2014	PCT/US2014/030443			NAT PHASE
UNITED STATES	14-10016-US-1	DCA	15 Sep 2015	14,778,939			ABANDONED
UNITED STATES	14-10016-US-2	DCA	15 Sep 2015	14,778,898	12 Nov 2017	15,471,485	ISSUED-C
UNITED STATES	14-10016-US-3	DCA	15 Sep 2015	14,778,926	19 Dec 2017	9,344,608	ISSUED-C
SEALED TRANSVERSE LOCKING PIPE AND FITTINGS							
CANADA	13-10011-CA-2	DCA	08 Sep 2013	2983739	08 Sep 2017	2983739	ISSUED-C
EUROPEAN PATENT OFFICE	13-10011-EP-2	DCA	08 Sep 2013	13884444.4			ABANDONED
MEXICO	13-10011-MX-2	DCA	08 Sep 2013	MX/2015002945	08 Sep 2019	352319	ISSUED-C
UNITED STATES	13-10011-US-P	COI	08 Sep 2013	14,020,811	08 Sep 2017	9,753,706	ISSUED-C
WIPO	13-10011-WO-2	CEC	08 Sep 2013	PCT/US13-62875			NAT PHASE
UNITED STATES	13-10011-US-P-01	COI	03 Aug 2017	15,657,728	04 Nov 2020	10,644,980	ISSUED-C

Domain Names

hc-products.com

hpcore.com (unused)

hpcore.site (unused)