

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6510036

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRADLEY FIXTURES CORPORATION	12/31/2020
RECEIVING PARTY DATA	
Name:	BRADFORD WHITE CORPORATION
Street Address:	725 TALAMORE DRIVE
City:	AMBER
State/Country:	PENNSYLVANIA
Postal Code:	19002
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15486816
Application Number:	17038087
PCT Number:	US2018027477
CORRESPONDENCE DATA	
Fax Number:	(616)336-7000
<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:	16163366000
Email:	trademarks@varnumlaw.com
Correspondent Name:	TIMOTHY E. EAGLE
Address Line 1:	333 BRIDGE STREET, P.O. BOX 352
Address Line 4:	GRAND RAPIDS, MICHIGAN 49504
ATTORNEY DOCKET NUMBER:	BRADLEY/BRADFORD WHITE
NAME OF SUBMITTER:	TIMOTHY E. EAGLE
SIGNATURE:	/Timothy E. Eagle/
DATE SIGNED:	01/22/2021
Total Attachments: 7	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of December 31, 2020, is made by Bradley Fixtures Corporation ("**Seller**"), a Wisconsin corporation, located at W142 N9101 Fountain Blvd., Menomonee Falls, Wisconsin 53051, in favor of Bradford White Corporation ("**Buyer**"), a Delaware corporation, located at 725 Talamore Drive, Amber, Pennsylvania, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement, dated as of December 31, 2020 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Keltech, Inc., a Wisconsin corporation, 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, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions, as appropriate;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents, patent applications, and patent disclosures set forth on Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, foreign counterparts, and renewals thereof (the "**Patents**");

(b) the trademark registrations, trademark applications, established common law trademarks, and potential common law trademarks set forth on Schedule 0 hereto and all issuances, extensions, foreign counterparts, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations, copyright applications for registration, and potential copyrightable subject matter set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse,

breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, as appropriate, 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 Assigned IP 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 Assigned IP. 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 terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement 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 Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

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

Bradley Fixtures Corporation
By: [Signature]
Name: Bryan Mullett
Title: CEO

Address for Notices:
c/o Bradley Corporation
W142N9101 Fountain Boulevard
Menomonee Falls, Wisconsin 53051

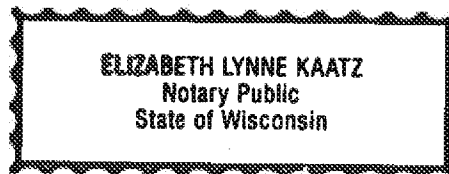
ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
COUNTY OF Waushara)
)

On the 16th day of December, 2020, before me personally appeared Bryan Mullett, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same, and acknowledged the instrument to be for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name:
Elizabeth Lynne Kaatz

My Commission Expires: 1-22-21



[Signature Page to Intellectual Property Assignment Agreement re Bradley Fixtures Corp.]

AGREED TO AND ACCEPTED:

Bradford White Corporation

By: [Signature]

Name: R. Bruce Carnevale

Title: President and Chief Executive Officer

Address for Notices:
725 Talamore Drive
Ambler, PA 19002

ACKNOWLEDGMENT

STATE OF Pennsylvania)
COUNTY OF Montgomery)SS.
)

On the 16th day of December, 2020, before me personally appeared R. Bruce Carnevale, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same, and acknowledged the instrument to be for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public

Printed Name:

My Commission Expires 12/5/2023

Commonwealth of Pennsylvania - Notary Seal
Kathleen M. Farrell, Notary Public
Montgomery County
My commission expires December 5, 2023
Commission number 1048041
Member, Pennsylvania Association of Notaries

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents (None Identified)

Patent Applications

Title	Jurisdiction	Application/Publication Number	Filing Date
Ceramic Heating Element	US	US 15/486,816	04-13-2017
	PCT	US 2018/027477	04-13-2018
	CA	CA 3059965A	04-13-2018
	EP	EP18784108.5A	04-13-2018
Water Heater	US	17038087	-

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations (None Identified)

Trademark Applications (None Identified)

Established Common Law Trademarks (None Identified)

Potential Common Law Trademarks (None Identified)

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations (None Identified)

Copyright Applications (None Identified)

Potential Copyrightable Subject Matter (None Identified)