

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7374815

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
METAL INDUSTRIES, LLC	12/10/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GREENHECK FAN CORPORATION
<b>Street Address:</b>	1100 GREENHECK DR.
<b>City:</b>	SCHOFIELD
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	54476
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16432023
<b>Patent Number:</b>	11054846
<b>Patent Number:</b>	10203703
<b>Application Number:</b>	63150726
<b>Application Number:</b>	17200180
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(414)273-5198
<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>	4142733500
<b>Email:</b>	alosiniecki@gklaw.com
<b>Correspondent Name:</b>	SHANE DELSMAN
<b>Address Line 1:</b>	833 E. MICHIGAN STREET
<b>Address Line 2:</b>	SUITE 1800
<b>Address Line 4:</b>	MILWAUKEE, WISCONSIN 53202
<b>ATTORNEY DOCKET NUMBER:</b>	059768-0012
<b>NAME OF SUBMITTER:</b>	SHANE DELSMAN
<b>SIGNATURE:</b>	/Shane Delsman/
<b>DATE SIGNED:</b>	06/09/2022
<b>Total Attachments: 6</b>	

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Assignment Agreement”) is made and entered into as of December 10, 2021 (the “Effective Date”), by and between **METAL INDUSTRIES, LLC (F/K/A METAL INDUSTRIES, INC.)**, a Florida limited liability company (“Assignor”), and **GREENHECK FAN CORPORATION**, a Wisconsin corporation (“Assignee”). All capitalized terms used herein without definition shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of certain Intellectual Property Rights that it uses or holds in connection with the Business; and

WHEREAS, the Parties have entered into that certain Purchase Agreement, dated as of the date hereof, by and among (i) Assignor, (ii) Assignee, (iii) GDP, LLC, a Florida limited liability company, (iv) Peter Desoto, (v) David Hawkins, (vi) Grant Tyson, and (vii) Greenheck Spain S.L., a limited liability company (*sociedad limitada*) organized under the laws of Spain (the “Purchase Agreement”), in which Assignor has agreed to assign all right, title and interest in and to the Transferred Intellectual Property to Assignee at the Closing of the Acquisition.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. The following terms shall have the following meanings:

- A. “Patents” means the patents and patent applications listed on Exhibit 1, and all inventions described and claimed therein (including all divisional, continuations, continuations-in-part, provisionals, reissues, renewals, reexaminations, extensions of such patents or interferences thereof).
- B. “Trademarks” means the trademarks and trademark registrations shown in the attached Exhibit 2, and any related common law rights, including the goodwill associated therewith.

2. Assignment.

- A. Assignor hereby irrevocably sells, transfers, and assigns to Assignee all right, title, and interest in and to the Patents and the Trademarks, and in and to any applications that have been or shall be filed in any foreign countries claiming priority to the Patents, all patents or utility models of foreign countries that may be granted from the Patents, and all renewals of the Trademarks that have been or shall be filed, all proceeds therefrom, in each case, together with any and all claims or causes of infringement thereof that may have accrued prior to and/or after the Effective Date, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages (including past damages) arising from said claims or causes of action, to be held and enjoyed by

Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment Agreement not been made.

- B. Assignor shall cooperate with Assignee and perform such acts, including executing and delivering any information, instruments and documents as may be reasonably necessary to accomplish the transactions contemplated in this Assignment Agreement.

3. General.

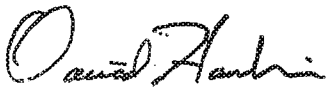
- A. Entire Agreement. This Assignment Agreement, the Purchase Agreement and the other Transaction Documents constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any prior understandings and agreements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set forth in this Assignment Agreement, the Purchase Agreement and the exhibits thereto.
- B. Amendments and Waivers. No amendment to this Assignment Agreement will be effective, valid or binding unless and to the extent set forth in writing and executed by Assignee and Assignor. No waiver of any provision of this Assignment Agreement will be effective, valid or binding unless and to the extent set forth in writing and executed by the Party purporting to give the same.
- C. Terms of Purchase Agreement Control. In the event that there is a conflict between the terms of this Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement will control.
- D. Successors and Assigns. This Assignment Agreement will be binding upon the parties hereto and their respective successors and permitted assigns.
- E. Governing Law. This Assignment Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, without regard to principles of conflicts of law.
- F. Counterparts. This Assignment Agreement may be executed in one or more original and/or .pdf (portable document format file) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment Agreement by .pdf shall be as effective as delivery of a manually executed counterpart of this Assignment Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee, through their authorized representatives, have caused this Assignment Agreement to be duly executed and delivered as of the Effective Date.

**ASSIGNOR:**

METAL INDUSTRIES, LLC

By:   
Name: David Hawkins  
Title: Chief Operating Officer

**ASSIGNEE:**

GREENHECK FAN CORPORATION

By: \_\_\_\_\_  
Name: Richard M. Totzke  
Title: Chief Operating Officer

IN WITNESS WHEREOF, Assignor and Assignee, through their authorized representatives, have caused this Assignment Agreement to be duly executed and delivered as of the Effective Date.

**ASSIGNOR:**

METAL INDUSTRIES, LLC

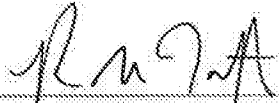
By: \_\_\_\_\_

Name: David Hawkins

Title: Chief Operating Officer

**ASSIGNEE:**

GREENHECK FAN CORPORATION

By:  \_\_\_\_\_

Name: Richard M. Tatzka








Title: Chief Operating Officer

**EXHIBIT 1**  
**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number [Appl. Number]</b>	<b>Issue Date [Application Date]</b>
Airflow Balancing Valve for HVAC Systems	US	[16/432,023]	[June 5, 2019]
Airflow Balancing Valve for HVAC Systems	US	11,054,846 [16/233,547]	[December 27, 2018]
Airflow Balancing Valve for HVAC Systems	US	10,203,703 [14/635,317]	February 12, 2019 [March 2, 2015]
Airflow Balancing Valve with Actuator	US	[63/150,726]	[February 18, 2021]
Airflow Balancing Valve with Actuator	US	[17/200,180]	[March 12, 2021]

**EXHIBIT 2**

**Registered Trademarks**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number [Serial Number]</b>	<b>Registration Date [Application Date]</b>
PERFORMANCE AIRE	US	4,921,705 [86/584,749]	March 22, 2016 [April 1, 2015]
	US	6,183,503 [88/737,387]	October 27, 2020 [December 23, 2019]
	US	4,921,706 [86/584,759]	March 22, 2016 [April 1, 2015]
	US	4,042,251 [76/699,528]	October 18, 2011 [September 21, 2009]
AIRE SUPERIORITY	US	2,303,904 [75/549,076]	December 28, 1999 [September 4, 1998]
METAL AIRE	US	976,802 [72/395,744]	January 15, 1974 [June 24, 1971]
AAB	US	[87/370,700] 5,342,716	[March 14, 2017] November 21, 2017
	US	[87/370,702] 5,342,717	[March 14, 2017] November 21, 2017
	Canada	[2035148]	[June 18, 2020]
	Canada	[1855169] TMA1065472	[August 30, 2017] December 6, 2019
AAB	Canada	[1855166] TMA1065471	[August 30, 2017] December 6, 2019
	Mexico	[2369534]	[July 13, 2020]

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