

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI830094

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	Chase Industries, Inc.	02/09/2025
RECEIVING PARTY DATA		
Company Name:	ColdGuard HoldCo LLC	
Street Address:	10021 Commerce Park Drive	
City:	Cincinnati	
State/Country:	OHIO	
Postal Code:	45246	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10626647
CORRESPONDENCE DATA		
Fax Number:	3474021997	
<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:	2123732619	
Email:	kshmorhun@paulweiss.com, sharling@paulweiss.com	
Correspondent Name:	Katerina Shmorhun	
Address Line 1:	1285 Avenue of the Americas	
Address Line 2:	Paul, Weiss, Rifkind, Wharton & Garrison LLP	
Address Line 4:	New York, NEW YORK 10019	
ATTORNEY DOCKET NUMBER:	011191-00305	
NAME OF SUBMITTER:	Katerina Shmorhun	
SIGNATURE:	/Katerina Shmorhun/	
DATE SIGNED:	02/18/2025	
Total Attachments: 5		
source=Confirmatory Assignment - Step 2 - Chase to Newco (Executed)(26661175.1)#page1.tiff		
source=Confirmatory Assignment - Step 2 - Chase to Newco (Executed)(26661175.1)#page2.tiff		
source=Confirmatory Assignment - Step 2 - Chase to Newco (Executed)(26661175.1)#page3.tiff		
source=Confirmatory Assignment - Step 2 - Chase to Newco (Executed)(26661175.1)#page4.tiff		
source=Confirmatory Assignment - Step 2 - Chase to Newco (Executed)(26661175.1)#page5.tiff		

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into as of February 9, 2025 by and between Chase Industries, Inc. ("Assignor"), and ColdGuard HoldCo LLC ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Contribution Agreement between the Parties, dated as of December 30, 2024 (the "Agreement"), the Assignor has assigned its right, title and interest in and to all forms of intellectual property in any jurisdiction of the world used in the businesses as conducted as of the date thereof under the ColdGuard brand, the Saino brand or the Hercules brand, including (i) any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 and all goodwill connected with the use of or symbolized thereby (collectively referred to as the "Trademarks") and (ii) any and all patents and patent applications for the same listed on the attached Schedule 2 (collectively referred to as the "Patents", together with the Trademarks, the "Assigned IP") to the Assignee; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Assigned Intellectual Property, including the Trademarks and Patents, and the Parties wish to record such acquisition in the United States Patent and Trademark Office (the "USPTO"); and

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

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, the Assignor hereby irrevocably (i) sells, assigns, conveys, grants, transfers and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks and the Patents to the Assignee and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks and the Patents, including all rights to collect royalties, products and proceeds in connection with any of the Trademarks or Patents and all rights to sue for past, present or future infringement, misappropriation or other violation of the Trademarks or Patents, and all rights to recover damages or lost profits in connection therewith.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the distribution, contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), unless and until such time that the distribution, contribution, assignment and/or conveyance of the Trademarks hereunder shall not cause such Trademark application to be invalidated, cancelled, voided or abandoned.

This Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Assignment is

for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Assigned Intellectual Property.

THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CHOICE OF LAW RULES.

This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this ASSIGNMENT to be duly executed and delivered as of the date first written above.

ASSIGNOR

CHASE INDUSTRIES, INC.

By: 

Name: Clark Hale

Title: Chief Executive Officer, President &
Secretary

ASSIGNEE

COLDGUARD HOLDCO LLC

By: 

Name: Clark Hale

Title: Chief Executive Officer, President &
Secretary

**Schedule 1
Trademarks**

Mark	Country	Application Number	Application Date	Registration Number	Registration Date
SAINO	United States	85279475	March 29, 2011	4147697	May 22, 2012
COLDGUARD	United States	76394042	April 10, 2022	2765414	September 16, 2003
HERCULES	United States	73431426	June 22, 1983	1,346,180	July 2, 1985

Schedule 2
Patents

Patent No.	Country	Title	Status	Issued
10626647B2	US	Universal Sliding Door System	Granted	04/21/2020