

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PVI Riverside Holdings, Inc.		04/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Riverside Interim, LLC		
Street Address:	3209 Galvez Ave		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3074929	TEMPTRAC	
Registration Number:	3184588	EMBLEM	
Registration Number:	2880128	PRIMERA	
Registration Number:	3732650	ONTRAC	
Registration Number:	2925629	RIVERSIDE HYDRONICS	
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>			
Phone:	414-298-1000		
Email:	tadmin@reinhardt.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N Water St.		
Address Line 2:	Suite 1900		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	MERIT PVI RECORDATION		
NAME OF SUBMITTER:	Daniel E. Kattman		
SIGNATURE:	/dek/		
DATE SIGNED:	06/30/2014		
Total Attachments: 3			

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WORLDWIDE TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is effective as of April 1, 2014 (the "Effective Date") from PVI Riverside Holdings, Inc., a Delaware corporation ("Assignor") to Riverside Interim, LLC, a Delaware limited liability company ("Assignee").

RECITALS

- A. As recited in the Restructuring and Tenants in Common Agreement ("Agreement") executed on April 1, 2014, Assignee agreed to acquire certain assets of the Assignor, including the Trademarks (as defined below).
- B. Assignor is the owner of the Trademarks.
- C. Assignor and Assignee (collectively "the Parties") each desire, by execution of this Assignment, to confirm the assignment of all of Assignor's rights, title, and interest in and to the Trademarks to Assignee.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, including that recited in the Agreement, the receipt and sufficiency of which the Parties hereby acknowledge, and in consideration of covenants and agreements set forth in this Assignment, the Parties mutually agree as follows:


1. Definition of Trademarks: The Trademarks ("Trademarks") are defined as the US and foreign Trademarks and Trademark applications listed in Appendix A attached to and made a part of this Assignment, as well as: (a) all inventions, improvements, and modifications disclosed or claimed in the Trademarks; (b) all rights to claim priority to the Trademarks, including any pending or subsequent US and foreign Trademark applications, and including the right to claim, for any of said applications, the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres, where the rights, title, and interest are to be held and enjoyed by the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of the Trademarks are granted, as fully and entirely as would have been held and enjoyed by Assignor had this Assignment not been made; (c) any and all Trademarks issuing from pending Trademark applications listed in Appendix A, as well as any and all Trademarks issuing from continuations, continuations-in-part, reissues, re-examinations, or divisions of the Trademarks regardless of whether such Trademarks mature from convention or non-convention applications or any other substitutions, renewals, extensions, additions, utility models or other United States or foreign Trademarks; (d) all renewals thereof; and (e) all rights of action, powers, and benefits accrued thereto, including the rights conferred to the holders of the Trademarks by the US Trademark and Trademark Office or corresponding foreign authority, including but not limited to the right of enforcement of the Trademarks for any and all claims of past, present, and future infringement and any relief resulting from such claims, including both equitable and monetary relief, in forms including but not limited to injunctions, damages, and royalties.

2. Assignment of Trademarks: Assignor hereby assigns, transfers, conveys, and grants to the Assignee, its successors and assigns, all of Assignor's rights, title, and interest in the Trademarks, including the right to claim priority in and to the same.

3. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (*i.e.*, PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

PVI RIVERSIDE HOLDINGS, INC.

By: 
Chris Bollas, President

RIVERSIDE INTERIM, LLC
By: PVI Riverside Holdings, Inc., its sole member

By: 
Chris Bollas, President

APPENDIX A: The Trademarks

Trademarks		Registration Number	Date Issued
TEMPTRAC- U.S.	United States	3,074,929	03/28/06
TEMPTRAC- Can.	Canada	TMA680,152	01/23/07
EMBLEM (dead)	United States	3,184,588	12/12/06
PRIMERA	United States	2,880,128	08/31/04
ONTRAC	United States	3,732,650	12/29/09
Riverside Hydronics	United States	2,925,629	02/08/05