2078575

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM456596

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ceco Filters, Inc.		12/18/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MPC Inc.	
Street Address:	1105 N. Market Street	
Internal Address:	Suite 1300	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19801	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2078575	CECO
Registration Number:	1792497	TWIN-PAK
Registration Number:	1578841	N-SERT

CORRESPONDENCE DATA

Fax Number: 2149536870

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.

Phone: 214-953-6170 Email: kneal@jw.com Michele Schwartz **Correspondent Name:** Address Line 1: 2323 Ross Avenue

Address Line 2: Suite 600

Dallas, TEXAS 75201 Address Line 4:

ATTORNEY DOCKET NUMBER:	151228.00001
NAME OF SUBMITTER:	Michele P. Schwartz
SIGNATURE:	/Michele P. Schwartz/
DATE SIGNED:	01/02/2018

Total Attachments: 3

TRADEMARK REEL: 006241 FRAME: 0042 source=PeerlessAssignment#page1.tif
source=PeerlessAssignment#page2.tif
source=PeerlessAssignment#page3.tif

TRADEMARK
REEL: 006241 FRAME: 0043

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "<u>Assignment</u>") is made to be effective as of December 18, 2017, by and between Ceco Filters, Inc., a Delaware corporation (the "<u>Assignor</u>"), and MPC Inc., a Delaware corporation, (the "<u>Assignee</u>").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the marks and the corresponding registrations therefor set forth in Schedule A attached hereto and made a part hereof (hereinafter, collectively, the "Trademarks"), together with the business and goodwill associated with the Trademarks; and

WHEREAS, Assignee is desirous of obtaining all of the rights, title, and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks;

NOW, THEREFORE, in consideration of the mutual covenants, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor agrees as follows:

- 1. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks and the registrations and applications therefor.
- 2. Assignor does hereby sell, assign, transfer and set over onto Assignee, its successors, and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect same for its own use and enjoyment and for the use and enjoyment of its successors or assigns.
- 3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, to record the Trademarks, and title thereto, as the property of Assignee, in accordance with the terms of this instrument.
- 4. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter contained herein, and shall supersede all prior and contemporaneous agreements or understandings, whether written or oral, relating thereto. No modification of or amendment to this Agreement shall be binding unless in writing and executed by both parties.
- 5. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 6. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.
- 7. This Agreement shall inure to the benefit of, and be binding upon, the permitted successors and assigns of the parties hereto.

8. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and to be effective as of the date first written above.

ASSIGNOR:	ASSIGNEE:
CECO FILTERS, INC.	MPC INC.
By: MATTHEW K. ECKL	By: MATTHEW K. ECKL
Name:	Name:
Title:	Title: F2

SCHEDULE A

<u>Country</u>	<u>Mark</u>	Reg. No.
United States	CECO	2078575
United States	TWIN-PAK	1792497
United States	N-SERT	1578841

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