

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DL Industries, LP		02/09/2007	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Dan-Loc, LLC
<b>Street Address:</b>	466 Southern Boulevard
<b>Internal Address:</b>	Jefferson Building
<b>City:</b>	Chatham
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07928
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1756432	D
Registration Number:	2026929	DAN-LOC
Registration Number:	2015702	DAN-LOC
Registration Number:	2771798	DAN LOC

**CORRESPONDENCE DATA**

**Fax Number:** (973)624-7070  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 973-622-4444  
**Email:** rsmith@mccarter.com  
**Correspondent Name:** Robert W. Smith  
**Address Line 1:** Four Gateway Center  
**Address Line 2:** 100 Mulberry Street  
**Address Line 4:** Newark, NEW JERSEY 07102-4056

**CH \$115.00 1756432**

ATTORNEY DOCKET NUMBER:	96559/4 (RWS-0406)
NAME OF SUBMITTER:	Robert W. Smith
Signature:	/robertwsmith/
Date:	02/21/2007
<b>Total Attachments: 7</b> source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif source=Trademark Assignment#page7.tif	

## TRADEMARKS ASSIGNMENT

This TRADEMARKS ASSIGNMENT (this "Assignment"), effective as of February 9<sup>th</sup> 2007, is made by DL INDUSTRIES, LP, a Texas limited partnership (the "Seller"), and DAN-LOC, LLC, a Delaware limited liability company (the "Buyer"), and all of its successors and assigns.

WHEREAS, this Assignment is made by Seller to Buyer pursuant to that certain Asset Purchase Agreement dated February 9, 2007 (the "Purchase Agreement") between Seller and Buyer. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement;

WHEREAS, Seller has adopted and used in commerce in connection with the Business the trademarks (the "Trademarks") listed on Schedule 1 attached hereto, including all goodwill associated therewith; and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, convey, assign, deliver, and transfer to Buyer all of Seller's right, title, and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration as more particularly described in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Seller does hereby sell, assign, and transfer unto Buyer and its successors and assigns the entire right, title, and interest, if any, in and to the Trademarks in the United States of America and countries foreign thereto, together with: (a) all goodwill in the Trademarks; (b) all of the goodwill of the Business associated with the use of and symbolized by the Trademarks; and (c) all claims for damages or other relief by reason of past, present, or future infringement of the rights assigned under this Assignment, with the right to sue for and collect the same for Buyer's own use and benefit and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as if the same would have been held and enjoyed by Seller if this transfer to Buyer had not been made.
2. Seller further sells, assigns, and transfers to Buyer and its successors, assigns, and legal representatives any and all rights of whatsoever kind it may now have, whether existing or inchoate, in any and all trademarks, service marks, or trade Trademarks employed in the conduct of the Business, whether or not registered or registrable.
3. Seller hereby covenants and agrees to and with Buyer and its successors and assigns that Seller and its successors and assigns shall and will do all lawful acts and things and make, execute (which execution will not be at Buyer's expense), and deliver, at the expense of Buyer, any and all other papers, affidavits, assignments, and other documents or instruments (including, without limitation, an powers of attorney) which may reasonably be required or necessary to secure and vest in Buyer and its successors and assigns Seller's entire right, title, and interest in and to the Trademarks and/or all of the rights, titles, benefits, privileges, and advantages hereby sold, assigned, transferred, and conveyed.

4. This Assignment and all of its terms shall inure to the benefit of and shall bind Seller and Buyer and their respective successors and assigns.

5. This Assignment is in addition to, and in no manner shall limit, the terms or provisions of any other assignment by Seller of any portion of the Assets to Buyer pursuant to the Purchase Agreement.

6. The validity, interpretation, construction, and performance of this Assignment shall be governed by the internal laws of the State of Texas, without regard to the conflict of laws principles thereof.

7. This Assignment may be executed and delivered in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller has executed in favor of, and delivered to, Buyer this Trademarks Assignment as of the date first written above.

DL INDUSTRIES, LP

By: FREESTONE OPERATING VENTURES, LLC  
its general partner

By:   
Mark E. Leyerle  
Manager

Accepted by Buyer:

DAN-LOC, LLC

By: \_\_\_\_\_  
Colby W. Collier  
Vice Chairman

IN WITNESS WHEREOF, Seller has executed in favor of, and delivered to, Buyer this Trademarks Assignment as of the date first written above.


DL INDUSTRIES, LP

By: FREESTONE OPERATING VENTURES, LLC  
its general partner

By: \_\_\_\_\_  
Mark E. Leyerle  
Manager

Accepted by Buyer:

DAN-LOC, LLC

By:  \_\_\_\_\_  
Colby W. Collier  
Vice Chairman

STATE OF TEXAS  
COUNTY OF MONTGOMERY SS.

On the 8<sup>th</sup> day of February, 2007, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Mark E. Leyerle, who acknowledged himself to be the Manager of FREESTONE OPERATING VENTURES, LLC, the general partner of DL INDUSTRIES, LP, a Texas limited partnership, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited partnership by himself as such officer of its general partner.

WITNESS my hand and seal the day and year aforesaid.



*Gloria Kay Daily*  
Notary Public  
My Commission Expires: 3-29-2010

STATE OF NEW JERSEY

SS.

COUNTY OF ESSEX

On the 9<sup>th</sup> day of February, 2007, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Colby W. Collier, who acknowledged himself to be the Vice Chairman of DAN-LOC, LLC, a Delaware limited liability company, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.

B. B. C.

Notary Public

My Commission Expires: 1/16/2012

TRADEMARK

REEL: 003484 FRAME: 0956



**Schedule 1**

**Trademarks**

	<b>Registration #</b>	<b>Issuer</b>	<b>Current Owner</b>	<b>Expiration</b>	<b>Description</b>
1	1,756,432	United States Patent and Trademark Office	Seller	March 9, 2013	"D" stamp used on Dan-Loc products
2	2,026,929*	United States Patent and Trademark Office	Seller	December 31, 2006	"DAN-LOC" name
3	2,015,702*	United States Patent and Trademark Office	Seller	November 12, 2006	DAN-LOC
4	2,771,798	United States Patent and Trademark Office	Seller, composed of Freestone Operating Ventures, LLC.	October 7, 2013	DAN-LOC (stylized with three hyphens between Dan and Loc)
5	TMA0471,463	Canadian Intellectual Property Office	Seller	February 21, 2012	"DAN-LOC" name used with threaded locking stud bolts
6	TMA0471,464	Canadian Intellectual Property Office	Seller	February 21, 2012	"DAN-LOC" name used with nuts, bolts, gaskets, flanges and threaded rods
7	TMA0623787	Canadian Intellectual Property Office	Seller, of which Freestone Operating Ventures, LLC acts as general partner	October 28, 2019	DAN-LOC & Design (stylized with three hyphens between Dan and Loc)
8	TMA0623528	Canadian Intellectual Property Office	Seller, of which Freestone Operating Ventures, LLC acts as general partner	October 26, 2019	DAN-LOC (stylized with three hyphens between Dan and Loc)
9	TMA0615663	Canadian Intellectual Property Office	Seller, of which Freestone Operating Ventures, LLC acts as general partner	July 23, 2019	DAN LOC
10	TMA0634146	Canadian Intellectual Property Office	Seller, of which Freestone Operating Ventures, LLC acts as general partner	March 2, 2020	D & Design
11	UK002331157	United Kingdom	Seller		DAN-LOC

\*Seller intends to renew these trademark registrations within the timeframe permitted by the U.S. Patent and Trademark Office.