### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM311642

Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rieke Metals, Inc.		06/30/2014	CORPORATION: NEBRASKA

#### **RECEIVING PARTY DATA**

Name:	Rieke Metals, LLC
Street Address:	8398 Six Forks Rd.
Internal Address:	Suite 102
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27615
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1944884	RMI
Registration Number:	2557996	RIEKE

#### **CORRESPONDENCE DATA**

Fax Number: 9194900873

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.

919-490-0500 Phone:

Email: jeasthom@kennoncraver.com

**Correspondent Name:** James R Easthom Address Line 1: 4011 University Drive

Address Line 2: Suite 300

Address Line 4: Durham, NORTH CAROLINA 27707

ATTORNEY DOCKET NUMBER:	23297.004
NAME OF SUBMITTER:	James R Easthom
SIGNATURE:	/James R Easthom/
DATE SIGNED:	07/23/2014

**Total Attachments: 5** 

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## ASSIGNMENT OF U.S. AND FOREIGN TRADEMARKS, SERVICE MARKS AND ACCOMPANYING APPLICATIONS, REGISTRATIONS AND GOODWILL

WHEREAS, Rieke Metals, Inc., a Nebraska corporation ("Assignor") and Rieke Metals, LLC, a North Carolina limited liability company ("Assignee"), Reuben D. Rieke, Ph.D. and Loretta I. Rieke have entered into that certain Asset Purchase Agreement dated as of June 30, 2014 (hereinafter the "Agreement"), which Agreement, among other things provides for the sale, transfer, conveyance, delivery and assignment to Assignee of the Purchased Assets (such capitalized terms and, except as defined herein, all other capitalized terms used in this Assignment shall have the same meanings ascribed to them in the Agreement);

WHEREAS, this Assignment is executed and delivered pursuant to the Agreement;

WHEREAS, Assignor is the owner of and has all right, title and interest in and to the trademarks and service marks described in <u>Exhibit A</u> attached hereto and incorporated herein by reference (hereinafter "Marks");

WHEREAS, Assignor wishes to assign all of its right, title and interest in and to the Marks, together with the goodwill of the business appurtenant to and symbolized thereby, to Assignee.

WHEREAS, Assignee desires to acquire all Assignor's right, title and interest in and to the Marks, together with the goodwill of the business appurtenant to and symbolized thereby;

NOW, THEREFORE, for and in consideration of the sum of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignee, the Assignor and Assignee agree as follows:

- 1. ASSIGNMENT. Assignor hereby assigns, sells, conveys, and transfers to Assignee all of its right, title and interest in and to the Marks, including, but not limited to: (i) all application and registration rights with respect to the Marks, (ii) any renewals or extensions of such applications and registrations, (iii) any goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, (iv) all income, royalties or claims relating to the Marks due or payable on or after the date of this Assignment and (v) all claims for damages and all remedies arising out of any violations of the Marks that may have accrued prior to the date of assignment or that may accrue hereafter, including, but not limited to, the right to bring suit for, collect and retain damages for past infringement of any of the Marks.
- 2. CONTINUING OBLIGATIONS. Assignor agrees to assist Assignee, upon request and without additional consideration, by taking any reasonable action that may be necessary for the perfecting, securing and completing of the Assignment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

RIEKE-METALS, INC.

Name: Reuben D. Rieke, Ph.D.

Title: President

ASSIGNEE:

RIEKE METALS, LLC

Name: John D. Hollenbach

Title: Manager

KC: 313879v2

acknowledged that he is President of R	D. Rieke, Ph.D. personally came before me this day and ieke Metals, Inc., a Nebraska corporation, and that he, as
corporation.	executed the foregoing instrument on behalf of the all stamp/seal, this day of the day o
My Commission Expires: //2(e)	Gody Suhmint
STATE OF NORTH CAROLINA COUNTY OF Dur rain	GENERAL NOTARY - State of Nebraska JODY K. SCHMIDT My Comm. Exp. Jan. 26, 2017
I certify that the following person(s) per to me that he or she signed the foregoing こっぱっと しゃしゃしゃしゃしゃしゃしゃしゃしゃしゃしゃしゃしゃしゃしゃしゃしゃしゃしゃ	
Date: <u>6/27/14</u>	Notary Public
Continual Seasts of	Print Name: Leigh Vencel
Councilla Speak West	My commission expires: 9/14/15
THE COUNT WITH	

### EXHIBIT A

# ASSIGNMENT OF U. S. AND FOREIGN TRADEMARKS, SERVICE MARKS AND ACCOMPANYING APPLICATIONS, REGISTRATIONS AND GOODWILL

MARK	REGISTRATION NUMBER	COUNTRY	REGISTRATION DATE
RIEKE	853557	Australia	July 9, 2001
RIEKE	574360	Canada	January 27, 2003
RIEKE	483182	Switzerland	March 27, 2001
RIEKE	1680129	China	December 14, 2001
RIEKE	30075936	Germany	July 3, 2001
RIEKE	2354550	Spain	May 21, 2001
RIEKE	003059607	France	May 18, 2001
RIEKE	2248568	United Kingdom	September 26, 2001
RIEKE	1311201	Italy	July 16, 2003
RIEKE	4656130	Japan	March 20, 2003
RIEKE	1886759	United States of America	March 28, 1995
RIEKE	2557996	United States of America	April 9, 2002
RMI & DESIGN	475540	Canada	April, 30, 1997
RMI & DESIGN	420649	Switzerland	February 15, 1996
RMI & DESUGB	2098400	Germany	August 28, 1995
RMI & DESIGN	94508189	France	November 4, 1994
RMI & DESIGN	1562879	United Kingdom	February 23, 1996
RMI & DESIGN	3235342	Japan	December 25, 1996

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RMI & DESIGN	1944884	United States	January 2, 1996
TODAY'S MATERIALS FOR TOMORROW'S ELECTRONICS	Closed	China	
TODAY'S MATERIALS FOR TOMORROW'S ELECTRONICS	004430311	European Union	July 6, 2006
TODAY'S MATERIALS FOR TOMORROW'S ELECTRONICS	Abandoned	Japan	
TODAY'S MATERIALS FOR TOMORROW'S ELECTRONICS	TMA662098	Canada	April 4, 2006

**RECORDED: 07/23/2014** 

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