#### 900319210 03/19/2015

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM335711

Stylesheet Version v1.2

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900318020

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Titan Fastener Products, Inc.		10/17/2014	CORPORATION: GEORGIA

#### **RECEIVING PARTY DATA**

Name:	Lindstrom Metric, LLC
Street Address:	2950 100th Court NE
City:	Blaine
State/Country:	MINNESOTA
Postal Code:	55449
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	77675782	TITAN

### CORRESPONDENCE DATA

Fax Number: 2122776501

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: 212-277-6500

Email: trademarks@dicksteinshapiro.com Dawn Rudenko/Dickstein Shapiro LLP Correspondent Name:

1633 BROADWAY Address Line 1:

Address Line 4: **NEW YORK, NEW YORK 10019-6708** 

ATTORNEY DOCKET NUMBER:	F8800.3404
NAME OF SUBMITTER:	Dawn Rudenko
SIGNATURE:	/Dawn Rudenko/
DATE SIGNED:	03/19/2015

#### **Total Attachments: 6**

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#### **EXECUTION COPY**

#### ASSET PURCHASE AGREEMENT

#### BY AND AMONG

## LINDSTROM METRIC, LLC AND

TITAN FASTENER PRODUCTS, INC., DONNA L. KUCHAR, AND ERIC J. KUCHAR

October\_17, 2014

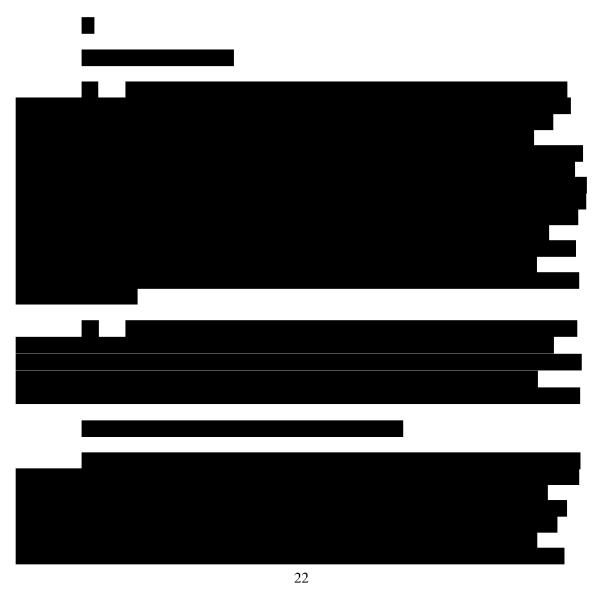
DSMDB-3279615 v10



Section 6.13 <u>Intellectual Property Rights.</u>

Schedule 6.13 contains a complete and correct list of the following assets and related matters: (i) all Patents, Marks, Copyrights and domain names owned or used (pursuant to license agreements or otherwise) by the Seller in connection with the Business, and in the case of any such Intellectual Property that is so owned, the jurisdictions in or by which such assets or any of them have been registered, filed or issued and (ii) to the extent not listed on Schedule 6.13, all contracts, agreements or understandings pursuant to which the Seller has authorized any Person to use any of the Intellectual Property which is so owned. The Seller owns, possesses or licenses and as of the Closing Date will own, possess or license, all right, title and interest in and to the

items of Intellectual Property that are required to conduct the Business as now conducted without conflict with the rights of others. The Seller has the sole and exclusive right to use the Intellectual Property (including applications for any of the foregoing) owned or used in connection with the Business, and no one else has any rights with respect thereto. The consummation of the transactions contemplated hereby will not alter or impair any such rights. The Seller has not received any written notice or claim, and is not aware of any threat of an action or claim, of misappropriation, violation or infringement or any claim challenging or questioning the validity or effectiveness of any of the items of such Intellectual Property, and there is no valid basis for any such claim. The Seller is not liable, nor has it made any contract or arrangement whereby it may become liable, to any Person for any royalty or other compensation for use of any of the items of such Intellectual Property are being infringed, misappropriated or violated by any Person. All of the items of such Intellectual Property have been duly maintained and have not lapsed, expired or been abandoned.



DSMDB-3279615 v10

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first written above.

LINDSTROM METRIC, LLC

By:

Name: Jackson Clay Hunter

Title: Vice President

TITAN FASTENER PRODUCTS, INC.

By:
Name:
Title:

Donna L. Kuchar

Eric J. Kuchar

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first written above.

LINDSTROM METRIC, LLC

TITAN FASTENER PRODUCTS, INC.

Name:

little: tres.

Donna L. Kuchar

Eric J. Kuchar

# **Schedule 6.13 – Intellectual Property**

(i)

# Patents and Patent Applications

None.

## **Trademarks Registrations and Applications**

Trademark	Country	Status	Reg./App. Number	Reg. Date/Appl. Date
TITAN (and design)	U.S.	Pending - Suspended	77/675,782	2/23/2009

## **Domain Names**

Domain Name	Expiration Date	Registrant
titanfasteners.com	May 8, 2019	Titan Fastener Products

# **Copyright Registrations**

Copyright	Registration/ Application Number	Registration/ Issue Date	Country	Status
TITAN FASTENER PRODUCTS, INC. PRODUCT CATALOG	TX0007225359	9/30/2008	U.S.	Issued

(ii)

None.

TRADEMARK
RECORDED: 03/09/2015 REEL: 005482 FRAME: 0771