

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352201

|                                   |  |                       |                       |
|-----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                                     |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>      | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                       |
| <b>CONVEYING PARTY DATA</b>       |  |                       |                       |
| <b>Name</b>                       | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>    |
| Kaydon Acquisition XI, Inc.       |  | 08/14/2015            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |  |                       |                       |
| <b>Name:</b>                      | CTI Acquisition, LLC                               |                       |                       |
| <b>Street Address:</b>            | 40 Burton Hills Boulevard, Suite 420               |                       |                       |
| <b>Internal Address:</b>          | c/o Gen Cap America, Inc.                          |                       |                       |
| <b>City:</b>                      | Nashville  |                       |                       |
| <b>State/Country:</b>             | TENNESSEE  |                       |                       |
| <b>Postal Code:</b>               | 37215  |                       |                       |
| <b>Entity Type:</b>               | LIMITED LIABILITY COMPANY: DELAWARE                |                       |                       |
| <b>PROPERTY NUMBERS Total: 22</b> |  |                       |                       |
| <b>Property Type</b>              | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>       | 2620570  | ACTION TIN            |                       |
| <b>Registration Number:</b>       | 2878322  | AQUA-BRITE            |                       |
| <b>Registration Number:</b>       | 3379917  | BLF 227               |                       |
| <b>Registration Number:</b>       | 0947920  | BOW                   |                       |
| <b>Registration Number:</b>       | 2797055  | BOW                   |                       |
| <b>Registration Number:</b>       | 2766591  | BRAZESAFE             |                       |
| <b>Registration Number:</b>       | 2894559  | CANFIELD              |                       |
| <b>Registration Number:</b>       | 2739870  | CLEAN-CORE            |                       |
| <b>Registration Number:</b>       | 0902606  | COPPER-MATE           |                       |
| <b>Registration Number:</b>       | 2591195  | ENVIRO-SAFE           |                       |
| <b>Registration Number:</b>       | 2697465  | EVER-GLEEM            |                       |
| <b>Registration Number:</b>       | 2885682  |                       |                       |
| <b>Registration Number:</b>       | 2629516  | QUIK-SET!             |                       |
| <b>Registration Number:</b>       | 2816915  | SIL-CAN               |                       |
| <b>Registration Number:</b>       | 3039520  | SILVERFLO             |                       |
| <b>Registration Number:</b>       | 2624911  | SILVERGLEEM           |                       |
| <b>Registration Number:</b>       | 2517391  | SOLDERMATE            |                       |
| <b>Registration Number:</b>       | 2757329  | SUPER FLO             |                       |

OP \$565.00 2620570

| Property Type        | Number  | Word Mark           |
|----------------------|---------|---------------------|
| Registration Number: | 2790455 | THE ULTIMATE SOLDER |
| Registration Number: | 2702263 | TRI-PURE HG         |
| Registration Number: | 2624142 | WATERPURE           |
| Registration Number: | 2624144 | WATERSAFE           |

**CORRESPONDENCE DATA**

**Fax Number:** 6152446804

*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:** 615-850-8741

**Email:** rfelber@wallerlaw.com

**Correspondent Name:** Robert P. Felber, Jr.

**Address Line 1:** c/o Waller Lansden Dortch & Davis, LLP

**Address Line 2:** 511 Union Street, Suite 2700

**Address Line 4:** Nashville, TENNESSEE 37219

|                                |                         |
|--------------------------------|-------------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 022446.52973            |
| <b>NAME OF SUBMITTER:</b>      | Robert P. Felber, Jr.   |
| <b>SIGNATURE:</b>              | /ROBERT P. FELBER, JR./ |
| <b>DATE SIGNED:</b>            | 08/21/2015              |

**Total Attachments: 7**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this “**Assignment**”) is made and entered into as of August 14, 2015 (the “**Effective Date**”), by and between Kaydon Acquisition XI, Inc., a Delaware corporation (the “**Assignor**”), and CTI Acquisition, LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, it is a condition to the consummation of the transactions contemplated under that certain Asset Purchase Agreement, dated as of August 14, 2015 (the “**Purchase Agreement**”), by and between the Assignor and the Assignee, that the Assignor execute this Assignment and assign to the Assignee for the benefit of the Assignee all of the Assignor’s right, title and interest in and to the intellectual property identified herein and related to the business of the Company; and

WHEREAS, the Assignor acknowledges that: (i) the benefit of this Agreement is an integral part of the transactions contemplated under the Purchase Agreement; (ii) the Assignor will receive significant direct or indirect benefits from the consummation of the transactions contemplated under the Purchase Agreement; and (iii) the Assignee is relying on the covenants and acknowledgments given by the Assignor in this Agreement in relation to such transactions.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### I. ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1. Assignment of Intellectual Property. Subject to the terms and conditions of this Assignment, the Assignor hereby assigns, transfers and conveys to the Assignee, as of the Effective Date, free and clear of all liens and other encumbrances (except for Permitted Encumbrances, as such term is defined in the Purchase Agreement), all of its worldwide right, title and interest in and to: (i) all trade names, trademarks, service marks, brand names, assumed names, business names, certification marks, trade dresses, logos, designs and slogans and all other indicia of origin relating to the Business and as set forth in Exhibit A hereto (collectively the “**Marks**”), together with the goodwill of the Assignor connected with the use of and represented and symbolized by the Marks, (ii) all internet domain names and uniform resource locators, and all registrations and applications thereof, related to the Business and owned by the Assignor as set forth on Exhibit A hereto (all collectively, the “**Intellectual Property**”) and all rights, claims and privileges pertaining to such Intellectual Property, including, without limitation, the right to prosecute and maintain applications and registrations for such Intellectual Property, and the right to sue and recover damages for past, present and future infringement of such Intellectual Property; provided that, to the extent any application for any Mark cannot be assigned by the Assignor to the Assignee on the Effective Date due to the policies or procedures of the applicable government trademark office, the Assignor agrees to promptly assign, transfer and convey such application to the Assignee as soon as such application is first capable of being assigned, transferred or conveyed;

Notwithstanding anything contained herein, in no event shall the Intellectual Property consist of any rights to the Kaydon Name or the SKF Name, as such terms are defined in the Purchase Agreement.

1.2. Further Assurances. The Assignor shall take all reasonably necessary actions requested by the Assignee and execute any documents as may be reasonably requested by the Assignee from time to time to fully vest or perfect in the Assignee all right, title and interest in and to the Intellectual Property. Such actions shall include, without limitation, execution of additional assignments, if so requested by the

Assignee, and providing documents and information useful or necessary to prosecute any application to register, or maintain any of the Intellectual Property, or pursue or defend any administrative, court, or other legal proceeding involving any of the Intellectual Property. Should the Assignor, in the opinion of the Assignee, fail to comply or take any action to comply with a request made by the Assignee pursuant to this Section 1.3, then the Secretary of the Assignee shall be deemed to be irrevocably appointed as the true and lawful attorney of the Assignor with authority to do all things and execute and deliver, on behalf of and in the name of the Assignor, all applications, specifications, oaths, assignments and all other instruments which the Assignee shall deem necessary in order to vest or perfect in the Assignee all right, title and interest in and to the Intellectual Property.

1.3. Purchase Agreement Override. This Agreement is expressly made pursuant to, and subject to the terms and conditions set forth in, the Purchase Agreement. Nothing set forth in this Agreement is intended to supersede, modify, limit, expand and/or otherwise affect in any manner the terms, conditions, provisions, representations, warranties, covenants and other agreements set forth in the Purchase Agreement, and such terms, conditions, provisions, representations, warranties, covenants and other agreements shall remain in full force and effect in accordance with the terms of the Purchase Agreement. If any conflict exists between this Agreement and the Purchase Agreement, the Purchase Agreement shall govern and control in all respects.

1.4. Inurement. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

1.5. Counterparts. This Assignment may be executed and delivered in counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

[Signature page follows.]

**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Assignment to be signed as of the Effective Date.

**ASSIGNOR:**

**Kaydon Acquisition XI, Inc.**

By: 

Name: Gregory A. Touchette

Title: President

**ASSIGNEE:**

**CTI Acquisition, LLC**

By: \_\_\_\_\_

Name: Andrew L. Ginsberg

Title: Vice President

**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Assignment to be signed as of the Effective Date.

**ASSIGNOR:**

**Kaydon Acquisition XI, Inc.**

By: \_\_\_\_\_

Name: Gregory A. Touchette

Title: President

**ASSIGNEE:**

**CTI Acquisition, LLC**

By: \_\_\_\_\_

Name: Andrew L. Ginsberg

Title: Vice President

**EXHIBIT A**

**Marks**

See attached.

**Domain Names**

CanfieldMetals.com

CanfieldTechnologies.com

**Trade Names**

Canfield Technologies, Inc.

Bow Electronic Solders

Lukens Metals

Canfield Division of Kaydon Corporation  
Active and Inactive Trademark Cases Handled by Price Heneveld  
March 6, 2015

| Docket No  | Country       | App. No.  | App. Date  | Reg. No | Reg. Date  | Status     | Mark                 | Goods  | Classes        | Next Renewal Date |
|------------|---------------|-----------|------------|---------|------------|------------|----------------------|--|----------------|-------------------|
| KAY01T348  | United States | 72/333364 | 7/24/1969  | 902606  | 11/17/1970 | Registered | COPPER-MATE          | CLASS 1: SOLDERING FLUX.   | 1              | 11/17/2020        |
| KAY01T350  | United States | 72/398690 | 7/29/1971  | 947920  | 11/28/1972 | Registered | BOW                  | CLASS 1: SOLDER.   | 1              | 11/28/2022        |
| KAY01T351A | United States | 76/255427 | 5/10/2001  | 2517391 | 12/11/2001 | Registered | SOLDERMATE           | CLASS 1: SOLDERING FLUXES.   | 1              | 12/11/2021        |
| KAY01T353A | United States | 76/255124 | 5/10/2001  | 2620570 | 9/17/2002  | Registered | ACTION TIN           | CLASS 2: COATING COMPOUNDS, NAMELY, TINNING PAINT AND LIQUID TINNING COMPOUNDS.  | 2              | 9/17/2022         |
| KAY01T354A | United States | 76/255247 | 5/10/2001  | 2624142 | 9/24/2002  | Registered | WATERPURE            | CLASS 6: SOLDER MADE PRIMARILY OF TIN, SILVER AND COPPER.  | 6              | 9/24/2022         |
| KAY01T355A | United States | 76/239209 | 4/11/2001  | 2591195 | 7/9/2002   | Registered | ENVIRO-SAFE          | CLASS 6: LEAD FREE SOLDER.   | 6              | 7/9/2022          |
| KAY01T356A | United States | 76/255161 | 5/10/2001  | 2629516 | 10/1/2002  | Registered | QUIK-SET!            | CLASS 6: SOLDER MADE PRIMARILY OF TIN AND LEAD.  | 6              | 10/1/2022         |
| KAY01T357A | United States | 76/419288 | 6/11/2002  | 2790455 | 12/9/2003  | Registered | THE ULTIMATE SOLDER  | CLASS 6: SOLDER CONTAINING PRIMARILY TIN AND LEAD.   | 6              | 12/9/2023         |
| KAY01T358C | United States | 76/255398 | 5/10/2001  | 2624144 | 9/24/2002  | Registered | WATERSAFE            | CLASS 6: SOLDER MADE PRIMARILY OF TIN, SILVER AND COPPER.  | 6              | 9/24/2022         |
| KAY01T362  | United States | 76/457700 | 10/11/2002 | 2885682 | 9/21/2004  | Registered | CANFIELD COIL DESIGN | CLASS 1: SOLDERING FLUXES, SOLDERING PASTES, AND SOLDERING CREAMS. - CLASS 2: COATING IN THE NATURE OF TINNING PAINTS. - CLASS 6: FULL | 1+ - 2 - 6 - 9 | 9/21/2024         |
| KAY01T363  | United States | 76/512527 | 5/8/2003   | 2816915 | 2/24/2004  | Registered | SIL-CAN              | CLASS 1: BRAZING FLUXES. - CLASS 6: BRAZING ALLOYS AND METALS.   | 1+ - 6         | 2/24/2024         |
| KAY01T364  | United States | 76/457701 | 10/11/2002 | 2797055 | 12/23/2003 | Registered | BOW AND DESIGN       | CLASS 6: SOLDERS CONTAINING PRIMARILY TIN AND LEAD. - CLASS 9: LEAD-FREE SOLDERS IN THE ELECTRONICS INDUSTRY.                          | 6+ - 9         | 12/23/2023        |
| KAY01T365  | United States | 76/512958 | 5/9/2003   | 2894559 | 10/19/2004 | Registered | CANFIELD             | CLASS 1: SOLDERING FLUXES, SOLDERING PASTES, AND SOLDERING CREAMS. - CLASS 2: COATING IN THE NATURE OF TINNING PAINTS. - CLASS 6: FULL | 1+ - 2 - 6 - 9 | 10/19/2024        |



Canfield Division of Kaydon Corporation  
Active and Inactive Trademark Cases Handled by Price Heneveld  
March 6, 2015

| Docket No | Country       | App. No.  | App. Date  | Reg. No | Reg. Date | Status     | Mark        | Goods  | Classes | Next Renewal Date |
|-----------|---------------|-----------|------------|---------|-----------|------------|-------------|--|---------|-------------------|
| KAY01T367 | United States | 76/397761 | 4/19/2002  | 2739870 | 7/22/2003 | Registered | CLEAN-CORE  | CLASS 6: SOLDER CONTAINING PRIMARILY TIN AND LEAD. | 6       | 7/22/2023         |
| KAY01T368 | United States | 76/397763 | 4/19/2002  | 2878322 | 8/31/2004 | Registered | AQUA-BRITE  | CLASS 1: SOLDERING FLUX.                           | 1       | 8/31/2024         |
| KAY01T370 | United States | 76/397768 | 4/19/2002  | 2702263 | 4/1/2003  | Registered | TRI-PURE HG | CLASS 6: SOLDER CONTAINING PRIMARILY TIN AND LEAD. | 6       | 4/1/2023          |
| KAY01T372 | United States | 76/361459 | 1/18/2002  | 2697465 | 3/18/2003 | Registered | EVER-GLEEM  | CLASS 6: SOLDER CONTAINING TIN AND SILVER.         | 6       | 3/18/2023         |
| KAY01T373 | United States | 76/457703 | 10/11/2002 | 2766591 | 9/23/2003 | Registered | BRAZESAFE   | CLASS 6: METAL ALLOYS FOR SOLDERING.               | 6       | 9/23/2023         |
| KAY01T375 | United States | 76/360582 | 1/18/2002  | 2624911 | 9/24/2002 | Registered | SILVERGLEEM | CLASS 6: SOLDERS CONTAINING SILVER.                | 6       | 9/24/2022         |
| KAY01T380 | United States | 76/402530 | 5/1/2002   | 2757329 | 8/26/2003 | Registered | SUPER FLO   | CLASS 6: LEAD-FREE SOLDER CONTAINING SILVER.       | 6       | 8/26/2023         |
| KAY01T399 | United States | 76/619272 | 11/4/2004  | 3039520 | 1/10/2006 | Registered | SILVERFLO   | CLASS 6: LEAD-FREE SOLDER CONTAINING SILVER.       | 6       | 1/10/2016         |
| KAY01T412 | United States | 76/668290 | 10/30/2006 | 3379917 | 2/12/2008 | Registered | BLF 227     | CLASS 9: LEAD-FREE SOLDER.                         | 9       | 2/12/2018         |