# OP \$65.00 3288210

ETAS ID: TM360866

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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
Nordson Corporation		10/01/2015	CORPORATION: OHIO

### **RECEIVING PARTY DATA**

Name:	New Castle Industries, Inc.	
Street Address:	1399 County Line Road	
City:	New Castle	
State/Country:	PENNSYLVANIA	
Postal Code:	16107	
Entity Type:	CORPORATION: PENNSYLVANIA	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3288210	EQUATHERM
Registration Number:	1623296	F. R. GROSS

### **CORRESPONDENCE DATA**

**Fax Number:** 3128637477

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:** 312-201-3977

**Email:** tmapps@goldbergkohn.com

Correspondent Name: Oscar L. Alcantara

**Address Line 1:** 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5142.019
NAME OF SUBMITTER:	Oscar L. Alcantara
SIGNATURE:	/Oscar L. Alcantara/
DATE SIGNED:	11/02/2015

# **Total Attachments: 3**

source=Assignment from Nordson to New Castle dated October 1, 2015#page1.tif source=Assignment from Nordson to New Castle dated October 1, 2015#page2.tif source=Assignment from Nordson to New Castle dated October 1, 2015#page3.tif

TRADEMARK REEL: 005658 FRAME: 0338

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of October 1, 2015, is made by Nordson Corporation ("Transferor"), an Ohio corporation, located at 28601 Clemens Road, Westlake, OH 44145, in favor of New Castle Industries, Inc. ("Transferee"), a Pennsylvania corporation, located at 1399 County Line Road, New castle, PA 16107.

WHEREAS, Transferor desires to transfer certain intellectual property of Transferor to Transferee, and Transferee desires to accept such transfer.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers and assigns to Transferee, and Transferee hereby accepts, all of Transferor's right, title and interest in and to the intellectual property listed on <u>Exhibit A</u> attached hereto (the "Assigned IP").
- Recordation and Further Actions. Transferor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Transferee. Following the date hereof, upon Transferee's reasonable request, and at Transferee's sole cost and expense, Transferor shall take such steps and actions, and provide such cooperation and assistance to Transferee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Transferee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 4. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

TRADEMARK REEL: 005658 FRAME: 0339 IN WITNESS WHEREOF, Transferor has duly executed and delivered this IP Assignment as of the date first above written.

NORDSON CORPORATION

Name: Robert E. Veillette

Title: Vice President, General Counsel

& Secretary

AGREED TO AND ACCEPTED:

NEW CASTLE INDUSTRIES, INC.

Name: John J. Keane Title: President

> TRADEMARK REEL: 005658 FRAME: 0340

### **EXHIBIT A**

# ASSIGNED PATENTS AND TRADEMARKS

# a) Patents

- 1. Varitherm U.S. Patent No. 6,942,606 B2, filed on July 2, 2003 and issued on September 13, 2005;
- 2. Contrabend U.S. Patent No. 5,567,448, filed on September 18, 1995 and issued on October 22, 1996; and
- 3. Deflection dampening apparatus U.S. Patent No. 6,453,713, filed on April 6, 2001 and issued on September 24, 2002.

# b) Trademarks and Tradenames

- 1. Trademark "Equatherm", CTM No. 5488929 registered October 15, 2007;
- 2. Trademark "Equatherm", US Trademark Reg. No. 3288210 registered September 4, 2007;
- 3. Trademark "F.R. Gross", US Trademark Reg. No. 1623296 registered November 20, 1990;
- 4. Trade name "Durashell"

TRADEMARK
REEL: 005658 FRAME: 0341

**RECORDED: 11/02/2015**