

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM361054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Castle Industries, Inc.		10/02/2015	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	American Roller Company, LLC		
Street Address:	1440 Thirteenth Avenue		
City:	Union Grove		
State/Country:	WISCONSIN		
Postal Code:	53182		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3288210	EQUATHERM	
Registration Number:	1623296	F. R. GROSS	
CORRESPONDENCE DATA			
Fax Number:	3128637477		
<i>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.</i>			
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:	11/03/2015		
Total Attachments: 4			
source=Assignment frm New Castle to American Roller dated October 2, 2015#page1.tif			
source=Assignment frm New Castle to American Roller dated October 2, 2015#page2.tif			
source=Assignment frm New Castle to American Roller dated October 2, 2015#page3.tif			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of October 2, 2015, is made by New Castle Industries, Inc. (“**Seller**”), a Pennsylvania corporation, in favor of American Roller Company, LLC (“**Buyer**”), a Delaware limited liability company, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of October 2, 2015 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, that certain intellectual property of Seller transferred and assigned to Buyer pursuant to the Asset Purchase Agreement was transferred and assigned to Seller in accordance with that certain Intellectual Property Assignment Agreement, dated October 1, 2015, by and between Seller and Nordson Corporation.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the patents and trademarks listed on Exhibit A attached hereto (the “**Assigned IP**”).
2. Recordation and Further Actions. Seller 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 Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in

full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. 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.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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 Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

NEW CASTLE INDUSTRIES, INC

By: 

Name: John J. Keane

Title: President

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"