ETAS ID: TM386573

## 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
METSO AUTOMATION USA INC.		06/01/2016	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	METSO MINERALS INDUSTRIES, INC.	
Street Address:	20965 Crossroads Circle	
City:	Waukesha	
State/Country:	WISCONSIN	
Postal Code:	53186	
Entity Type:	Corporation: DELAWARE	

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

Property Type	Number	Word Mark
Registration Number:	2569931	EXPERTUNE
Registration Number:	2744022	PLANTTRIAGE

## **CORRESPONDENCE DATA**

4142715770 Fax Number:

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: 414-271-7590

Email: jennyf@andruslaw.com

Andrus Intellectual Property Law, LLP **Correspondent Name:** 

100 East Wisconsin Avenue Address Line 1:

Address Line 2: **Suite 1100** 

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	3498-00593, 3498-00594	
NAME OF SUBMITTER:	Joseph D. Kuborn	
SIGNATURE:	/Joseph D. Kuborn/	
DATE SIGNED:	06/03/2016	

**Total Attachments: 2** 

source=Expertune Executed TM ASSIGNMENT#page1.tif source=Expertune Executed TM ASSIGNMENT#page2.tif

> **TRADEMARK** REEL: 005806 FRAME: 0145

# TRADEMARK ASSIGNMENT

This Trademark Assignment is made effective as of July 1, 2015 by and between Metso Automation USA Inc., a corporation organized and registered in Delaware ("Metso Automation") and Metso Minerals Industries, Inc., a corporation registered in Delaware ("Metso Minerals"). In consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Metso Automation hereby sells, assigns, transfers and sets over to Metso Minerals the entire right, title and interest in and to the trademarks (a) PLANTTRIAGE and (b) EXPERTUNE (collectively "the Trademarks"), together with the goodwill associated with the Trademarks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, including the following registrations:
  - 1. US Tm. Reg. No. 2,744,022, PLANTTRIAGE
  - 2. US Tm. Reg. No. 2,569,931, EXPERTUNE
- 2. Metso Automation represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Trademarks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Metso Minerals the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith;
- 3. Metso Automation shall take all further actions, and provide to Metso Minerals, Metso Minerals' successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) reasonably requested by Metso Minerals to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1)

TRADEMARK REEL: 005806 FRAME: 0146 the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Metso Automation does hereby sell, assign and transfer to Metso Minerals all rights, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, and the identified registrations thereof.

Executed and delivered this \_\_\_\_ day of June, 2016.

Assignor:	Assignor Notary
METSO AUTOMATION USA INC.	State of Wisconsin ) ) ss.
	County of Waukesha)
By: \( \frac{1}{2} \) Name: Robert M. Wissing Title: President	Subscribed and sworn to before me this 1st day of June, 2016  Notary Public My Commission expires: July 19, 2019.  (SEAL)

TRADEMARK REEL: 005806 FRAME: 0147

RECORDED: 06/03/2016