

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tailwind Technologies Inc.		11/04/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Hi-Tech Metals, Inc.		
Street Address:	3100 Jim Christal Rd.		
City:	Denton		
State/Country:	TEXAS		
Postal Code:	76207		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4865824	HI-TECH METAL FINISHING	
Registration Number:	4861332	HI-TECH METAL FINISHING	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	18879/04100		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/Ryan W. Falk/		
DATE SIGNED:	11/04/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the "Trademark Assignment") dated as of November 4, 2016, is made by Tailwind Technologies Inc., an Ohio corporation with an address of One Propeller Place Piqua OHIO 45356 ("Assignor"), to Hi-Tech Metals, Inc., a Texas corporation with an address of 3100 Jim Christal Rd, Denton, TX 76207 ("Assignee").

WHEREAS, Assignor, owns the Trademarks (as defined herein) and Assignee, desires to acquire any and all rights and goodwill associated with the Trademarks, including without limitation, any applications or registrations for the Trademarks and all common law rights therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

(a) the trademarks set forth on Schedule I attached hereto, whether registered or unregistered, and all applications, registrations, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Assurances. Assignor hereby authorizes 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 Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

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

ASSIGNOR

TAILWIND TECHNOLOGIES INC.

By: 

Name: James W. Brown 

Title: President

ASSIGNEE

HI-TECH METALS, INC.

By: 

Name: James W. Brown 

Title: EVP

SCHEDULE I

Trademark Registrations:

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
HI-TECH METAL FINISHING & DESIGN	86/566,676	3/17/2015	4,865,824	12/8/2015	Registered	Tailwind Technologies Inc.
HI-TECH METAL FINISHING	86/561,604	3/12/2015	4,861,332	11/24/2015	Registered	Tailwind Technologies Inc.

Trademarks:

