

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Herdon Products		08/09/2016	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	KATO Fastening Systems, Inc.		
Doing Business As:	Thread Kits Company		
Street Address:	17107 Kingsview Ave		
City:	Carson		
State/Country:	CALIFORNIA		
Postal Code:	90746		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1777015	PERMA-COIL	
Registration Number:	4678453	PERMA-PLUG	
Registration Number:	3343678	PERMA-RIVET	
CORRESPONDENCE DATA			
Fax Number:	7578734920		
<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:	7578738980		
Email:	legal@katonet.com		
Correspondent Name:	KATO Fastening Systems, Inc.		
Address Line 1:	11864 Fishing Point Dr.		
Address Line 4:	Newport News, VIRGINIA 23606		
NAME OF SUBMITTER:	Al Qaqish		
SIGNATURE:	/Al Qaqish/		
DATE SIGNED:	11/07/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Agreement”) is made as of August 9, 2016 (“Effective Date”) by Herndon Products, LLC, a Missouri limited liability company (“Assignor”), and KATO Fastening Systems, Inc., a Virginia corporation (“Assignee” and together with Assignor, the “Parties”).

This Agreement is executed and delivered pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the “Purchase Agreement”). In consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Each term which is capitalized, but not otherwise defined, in this Agreement shall have the respective meaning ascribed to such term in the Purchase Agreement.

2. Assignor and Assignee hereby acknowledge and agree that, effective on the Effective Date, Assignor hereby assigns to Assignee all of its right, title and interest in and to the following trademarks together with all registrations and applications for registration thereof, and all common law rights with respect thereto (the “Assigned IP”), together with the goodwill connected with the use of and symbolized thereby:

Registration No.	Issue Date	Description
1,777,015	6/15/1993	PERMA-COIL
4,678,453	1/27/2015	PERMA-PLUG
3,343,678	11/27/2007	PERMA-RIVET
1,470,334 (United Kingdom)	3/12/1993	PERMA-COIL

Assignee acknowledges that Assignor makes no representation or warranty with respect to the Assigned IP conveyed herein except as specifically set forth in the Purchase Agreement and that all other representations and warranties are hereby disclaimed.

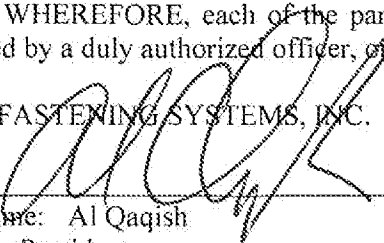
3. If any term or provision in this Agreement is held to be unenforceable, the remainder of the Agreement shall not be affected. Notwithstanding the foregoing, no provision of this Agreement shall in any way modify any of the provisions of the Purchase Agreement. This Agreement is intended solely to effect the transfer of the Assigned IP in accordance with the Purchase Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern. This Agreement shall be binding upon and inure to the benefit of the employees, officers, agents, representatives, heirs, administrators, executors, successors, transferees and assigns of the Parties. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. This Agreement may be executed by facsimile or PDF signature, which shall have full force and effect as if a manually signed original. Any modification or waiver of any provision of this Agreement, or any consent to any departure from the terms of this Agreement, shall not be binding unless in writing and signed by all of the Parties to this Agreement.

4. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

WHEREFORE, each of the parties has caused this Agreement to be executed in its name and delivered by a duly authorized officer, on the Effective Date.

KATO FASTENING SYSTEMS, INC.

HERNDON PRODUCTS, LLC

By: 
Name: Al Qaqish
Its: President

By: _____
Name: _____
Its: _____

Dated: August 9, 2016

Dated: _____

EXECUTION COPY

WHEREFORE, each of the parties has caused this Agreement to be executed in its name and delivered by a duly authorized officer, on the Effective Date.

KATO FASTENING SYSTEMS, INC.

HERNDON PRODUCTS, LLC

By: _____
Name: _____
Its: _____

By: *D. Rodriguez*
Name: Daniel Rodriguez
Its: Vice President

Dated: _____

Dated: 9 August 2016

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS

The foregoing was acknowledged before me this 8th day of August, 2016, by Al Qaqish, as President of KATO Fastening Systems, Inc., a Virginia corporation. He () is personally known to me or (X) has presented a Virginia driver's license as identification and did not take an oath.

(SEAL)



Annabella M. Joslin
Notary Public
Print Name: Annabella M. Joslin
My Commission Expires: 2.28.18

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, 2016, by [Name] _____, as [Title] _____ of Herndon Products, LLC, a Missouri limited liability company. He/She () is personally known to me or () has presented a _____ driver's license as identification and did not take an oath.

(SEAL)

Notary Public
Print Name: _____
My Commission Expires: _____

EXECUTION COPY

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this 5th day of August, 2016, by [Name] _____, as [Title] _____ of KATO Fastening Systems, Inc., a Virginia corporation. He/She () is personally known to me or () has presented a _____ driver's license as identification and did not take an oath.

(SEAL)

Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF Missouri
COUNTY OF St. Charles

The foregoing was acknowledged before me this 5th day of August, 2016, by [Name] Don Rodriguez, as [Title] VP + GM of Herndon Products, LLC, a Missouri limited liability company. He/She () is personally known to me or () has presented a _____ driver's license as identification and did not take an oath.

(SEAL)

Sally G. Lee

Notary Public
Print Name: SALLY G. LEE
My Commission Expires: _____



SALLY G. LEE
My Commission Expires
June 11, 2017
St. Charles County
Commission #13487572