# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM414163

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
Component Tinning Services, Inc.	FORMERLY ACE Production Technologies, Inc.	01/03/2017	Corporation: WASHINGTON

### **RECEIVING PARTY DATA**

Name:	Nordson ASYMTEK, Inc.	
Street Address:	3601 Clemens Road	
City:	Vestlake	
State/Country:	OHIO	
Postal Code:	44145	
Entity Type:	Corporation: CALIFORNIA	

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3957594	KEEP IT SIMPLE SOLDERING
Registration Number:	3957779	ACE ACE PRODUCTION TECHNOLOGIES KEEP IT
Registration Number:	3957826	K.I.S.S.

#### CORRESPONDENCE DATA

Fax Number: 5097443436

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.

509-838-6800 Phone:

Email: jrzeimantz@fggzlaw.com

**Correspondent Name:** John R. Zeimantz Address Line 1: 421 W. Riverside Ave.

Address Line 2: Ste. 1400

Address Line 4: Spokane, WASHINGTON 99201

NAME OF SUBMITTER:	John R. Zeimantz
SIGNATURE:	/john r. zeimantz/
DATE SIGNED:	01/30/2017

**Total Attachments: 5** 

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# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), is effective as of January 3, 2017, and entered into by and between Nordson ASYMTEK, Inc., a California corporation ("Buyer") and Component Tinning Services, Inc., formerly ACE Production Technologies, Inc., a Washington corporation ("Seller"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement (as hereinafter defined).

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of January 3, 2017, between Seller, Shareholders and Buyer (the "Purchase Agreement"), Seller has agreed to sell and assign to Purchaser, among other assets, the Intellectual Property Assets, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office ("USPTO") and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, the parties desire to execute this IP Assignment to evidence the assignment by Seller, and the assumption by Purchaser, of the Intellectual Property Assets at the Closing.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Buyer hereby accepts, all rights, title and interest in and to: (a) the Intellectual Property Assets, including the Marks and Net Names as set forth on Exhibit A attached hereto and made a part hereof; (b) all rights of any kind whatsoever of Seller accruing under any of the Intellectual Property Assets provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) the goodwill of the Business symbolized or associated with the Marks; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property Assets; and (c) any and all claims and causes of action, with respect to any of the Intellectual Property Assets, whether accruing before, on 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.
- Recordation and Further Actions. Seller hereby authorizes the USPTO, 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, from time to time after the execution of this IP Assignment, Seller shall execute and deliver to Buyer such other instruments of conveyance and transfer and such other documents as Buyer may reasonably request or as may be otherwise necessary to more effectively (i) convey and transfer to, and vest in, Buyer and

to put Buyer in possession of the Intellectual Property Assets and each part thereof and (ii) evidence and perfect the intellectual property rights and assignments granted by Seller to Buyer in and to the Intellectual Property Assets.

- 3. <u>Terms of the Purchase Agreement.</u> The Intellectual Property Assets are being conveyed bereunder subject to the qualifications, representations and warranties set forth in the Purchase Agreement. Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any such provisions set forth in the Purchase Agreement.
- 4. <u>Execution in Counterparts</u>. This IP Assignment may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when Buyer and Seller shall have each executed one counterpart and delivered it to the other party hereto.
- 5. <u>Governing Law</u>. This IP Assignment shall be interpreted exclusively in accordance with the laws of the State of Washington.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment on and as of the date first written above.

Component Tinning Services, Inc., formerly ACE Production Technologies, Inc.

By: Alan Cable Title: President

Nordson ASYMTEK, Inc.

By: Peter F. Bierhuis

Title: President

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment on and as of the date first written above.

> Component Tinning Services, Inc., formerly ACE Production Technologies, Inc.

By: Alan Cable Title: President

Nordson ASYMTEK, Inc.

By: Peter F. Bierfinis
Title: President

[Signature Page to IP Assignment Agreement]

## EXHIBIT A

# MARKS and NET NAMES

## Marks:

4 4 4 a

Mark	Country	Filing Date	Serial/ Application No.	Reg. No.	Reg. Date
Keep It Simple Soldering	USA	09/09/10	No. 85126064	No. 3957594	5/10/11
Ace Production Technologies Keep it Simple Soldering and design	USA	09/24/10	No. 85137857	No. 3957779	05/10/11
K.I.S.S.	USA	10/08/10	No. 85148456	No. 3957826	05/10/11

Net Names:

ACE-PROTECH.COM ACE-PROTECH.NET ACE-WORKSHOPS.COM SELECTIVESOLDERINGREFURBS.COM

> TRADEMARK REEL: 005977 FRAME: 0854

**RECORDED: 01/30/2017**