

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418415

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mackson Inc.	FORMERLY Mackson Incorporated	03/03/2017	Corporation: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mackson Nuclear, LLC		
<b>Street Address:</b>	2346 Southway Drive		
<b>Internal Address:</b>	PO Box 12067		
<b>City:</b>	Rock Hill		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29730		
<b>Entity Type:</b>	Limited Liability Company: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2608854	MACKSON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8434148201		
<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>			
<b>Phone:</b>	8435779440		
<b>Email:</b>	acolwell@nexsenpruet.com		
<b>Correspondent Name:</b>	Angelica M. Colwell		
<b>Address Line 1:</b>	PO Box 486		
<b>Address Line 4:</b>	Charleston, SOUTH CAROLINA 29402		
<b>NAME OF SUBMITTER:</b>	Angelica M. Colwell		
<b>SIGNATURE:</b>	/Angelica M. Colwell/		
<b>DATE SIGNED:</b>	03/06/2017		
<b>Total Attachments: 4</b>			
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CH \$40.00 2608854

## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment") is made and entered into this \_\_\_\_ day of March, 2017 by Mackson, Inc. ("Seller"), a South Carolina corporation, and Mackson Nuclear, LLC, f/k/a "Rock Hill Acquisition, LLC", a South Carolina limited liability company ("Buyer").

WHEREAS, Seller claims rights, by virtue of its use of the marks in commerce in connection with its products, in the following trademark (referred to as "the Mark"):

Mark	Registration Number	Registration Date
MACKSON	2608854	August 20, 2002

WHEREAS, Buyer wishes to sell nuclear safety related and American Society of Mechanical Engineers code materials, including specialty fasteners, materials, steel and other products in association with the Mark; and

WHEREAS, Seller and Buyer have executed an Asset Purchase Agreement dated as of March \_\_\_\_, 2017.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, each intending to be legally bound, hereby agree as follows:

1. Seller does hereby sell, assign, transfer and set over to Buyer its entire right, title, and interest in and to the above-listed Mark and the registration pertaining thereto, including any renewals and extensions of the registration that are or may be secured, now or hereafter in effect, and all rights of priority thereto. Such assignment of the Mark by Seller is for Buyer's own use and enjoyment and for the use and enjoyment of Buyer's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made.

2. Seller does also hereby sell, assign, transfer and set over to Buyer its entire right, title and interest in and to the fastener insignia "O1PP", which is based on the above-mentioned registration, and the recordal pertaining thereto, first made November 4, 2010 and renewed January 9, 2015, for Buyer's own use and enjoyment and for the use and enjoyment of Buyer's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made.

3. Seller requests the Commissioner of Patents and Trademarks of the United States to record Buyer as owner of the Mark, including any variations thereof, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives.

4. Seller agrees to cooperate with Buyer such that Buyer may enjoy to the fullest extent the rights conveyed hereunder. Such duty includes prompt execution of all papers that are deemed reasonably necessary or desired by Buyer to perfect in Buyer the conveyed rights or in order to consummate more effectively the transaction contemplated hereby.


5. The terms, covenants, and conditions of this Assignment shall inure to the benefit of Buyer, its successors, assigns and/or other legal representatives, and shall be binding on the Seller, its successors, and assigns. To the extent of any conflict between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall be controlling.

6. Seller warrants that it has not entered into any assignment, contract, or undertaking in conflict herewith.

[Signature on the following page.]

IN WITNESS WHEREOF, Seller has caused this Trademark Assignment to be signed and executed by its duly authorized representative, as of the date indicated above.

**Mackson, Inc.**

By: 

Print: R.M. Danning

Title: Treasurer

IN WITNESS WHEREOF, Buyer has caused this Trademark Assignment to be signed and executed by its duly authorized representative, as of the date indicated above.

Mackson Nuclear, LLC

By: 

Print: ANDREW H. KELSON

Title: CEO