

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.I. Carbide Tool Co.		03/22/2017	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	RI Carbide LLC		
Street Address:	12955 Inkster Rd		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48150		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4636701	WILD MILL	
CORRESPONDENCE DATA			
Fax Number:	2483513082		
<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:	2487271471		
Email:	byates@jaffelaw.com		
Correspondent Name:	Brenda R. Yates		
Address Line 1:	435 West William, Suite 400S		
Address Line 4:	Ann Arbor, MICHIGAN 48103		
ATTORNEY DOCKET NUMBER:	ARCH-RICT		
NAME OF SUBMITTER:	Brenda R. Yates		
SIGNATURE:	/bry/		
DATE SIGNED:	03/24/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment"), effective as of March 22, 2017, is made by and between R.I. CARBIDE TOOL CO., a Rhode Island corporation ("Assignor"), and RI CARBIDE LLC, a Michigan limited liability company ("Assignee").

RECITALS:

- A. Assignor, Assignee, and John Lombardi are parties to that certain Asset Purchase Agreement dated as of the date of this Trademark Assignment (the "Purchase Agreement").
- B. Assignor is the owner of record of the trademark listed on Schedule A (the "Trademark").
- C. Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademark, together with whatever goodwill is associated with the Trademark.
- D. Assignor desires to transfer to Assignee all of Assignor's rights in the Trademark.

AGREEMENTS:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademark, together with all other goodwill associated with the Trademark, including, but not limited to, any and all rights to register and to renew the Trademark, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.
2. As a result of this Assignment, the Trademark is to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, sale, conveyance and transfer had not been made.
3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's request, execute and deliver any agreement, document, certificate or instrument and generally do all that is reasonably possible or that may be reasonably necessary or desirable to perfect the title to the Trademark in Assignee, its heirs, successors, assigns or other legal representatives. Notwithstanding the foregoing, Assignee shall be solely responsible for any and all costs, expenses, and fees, including public record filing fees, as may be necessary to fully vest title to the Trademark in Assignee.
4. If applicable and subject to the foregoing, Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademark.

5. This Assignment has been executed, delivered, and construed in accordance with the Purchase Agreement.

6. The interpretation and construction of this Assignment, the obligations of the parties, and any claims or disputes relating to this Assignment, shall be governed by and construed in accordance with the domestic laws of the State of Rhode Island excluding its choice or conflicts of law rules.

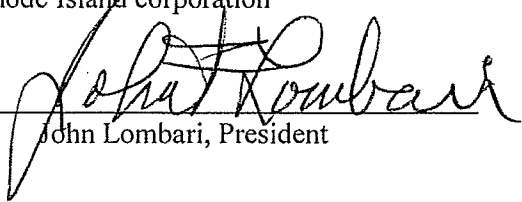
7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. This Assignment shall become effective when one or more counterparts have been executed by each of the Parties and delivered to each other party. The exchange of copies of this Assignment and of signature pages by facsimile transmission or other electronic transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date set forth above.

ASSIGNOR:

R.I. CARBIDE TOOL CO.,
a Rhode Island corporation

By: 
John Lombardi, President

ASSIGNMENT ACCEPTED:

ASSIGNEE:

RI CARBIDE LLC,
a Michigan limited liability company

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date set forth above.

ASSIGNOR:

R.I. CARBIDE TOOL CO.,
a Rhode Island corporation

By: _____
John Lombardi, President

ASSIGNMENT ACCEPTED:

ASSIGNEE:

RI CARBIDE LLC,
a Michigan limited liability company

By: Steven LaBore

Print Name: Steven LaBore

Title: Authorized Representative

EXHIBIT A
TRADEMARK

United States:

TRADEMARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE
Wild Mill	86235369	4636701	November 11, 2014

[Exhibit A to Trademark Assignment]