

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metso Automation USA Inc.		02/28/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Metso Process Automation USA LLC		
Street Address:	2425 Commerce Avenue		
Internal Address:	Suite 100		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30096		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0755994	D-E-B	
Registration Number:	2233322	MAX1000	
Registration Number:	3515903	MAXDNA	
Registration Number:	2137871	PACSIM	
Registration Number:	2069534	WINGEMS	
Registration Number:	2067076	FACTNET	
CORRESPONDENCE DATA			
Fax Number:	4046856929		
<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:	4048153741		
Email:	mbedsole@sgrlaw.com		
Correspondent Name:	Dale Lischer, Smith,Gambrell&Russell,LLP		
Address Line 1:	1230 PEACHTREE STREET, N.E.		
Address Line 2:	Suite 3100 - Promenade		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Dale Lischer		
SIGNATURE:	/DL/		
DATE SIGNED:	08/02/2017		

OP \$165.00 0755994

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of February 28, 2015 (the “**Effective Date**”), is entered into by and between Metso Automation USA Inc., a corporation incorporated under the laws of the State of Delaware with an office located at 44 Bowditch Drive, Shrewsbury, MA 01545 (“**Assignor**”), and Metso Process Automation USA LLC, a limited liability company formed under the laws of the State of Delaware with an office located at 2425 Commerce Avenue, Suite 100, Duluth, GA 30096 (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Local Business Transfer Agreement, dated as of February 28, 2015 (the “**Transfer Agreement**”) concerning the transfer of certain assets, including the Assigned Trademarks (as defined below);

WHEREAS, pursuant to the Transfer Agreement, Assignor has agreed to assign, transfer and convey to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor’s right, title and interest in and to the Assigned Trademarks; and

WHEREAS, Assignor has agreed to execute this Assignment for recordation by Assignee with the United States Patent and Trademark Office (“**USPTO**”).

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

1. **Assignment**. Assignor hereby irrevocably and unconditionally assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to:
 - a. the trademarks and service marks set forth on **Exhibit A** and all associated goodwill;
 - b. all registrations, applications, extensions and renewals therefor;
 - c. all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing; and
 - d. all rights to sue and recover damages for past, present and future infringements or misappropriations thereof.

(all of the foregoing, collectively, “**Assigned Trademarks**”).

2. **Further Actions**. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Assignment upon request by Assignee. Upon Assignee’s request, Assignor shall execute, acknowledge and deliver such further instruments and take such further actions, including providing evidence and testimony, as may be necessary or appropriate to record or perfect the complete transfer of the Assigned Trademarks or to fully prosecute, maintain and enforce the Assigned Trademarks.

3. **Transfer Agreement**. Nothing herein shall be deemed to supercede or otherwise modify the provisions of the Transfer Agreement. In the event of any conflict between the provisions of this Assignment and the Transfer Agreement, the provisions of the Transfer Agreement shall govern with respect to such conflict.

4. **General Provisions**. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be interpreted,

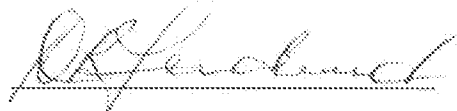
construed and enforced in accordance with the laws of the State of New York, United States of America, without regard to laws governing conflicts of law (other than sections 5-1401 and 5-1402 of the New York General Obligations Law). This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same agreement upon execution thereof by Assignee and Assignor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed by its authorized representative as of the Effective Date.

ASSIGNOR

METSO AUTOMATION USA INC.

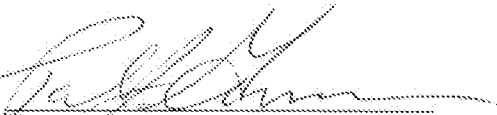
By: 

Name: Donroy R. Ferdinand

Title: Director of Finance

ASSIGNEE

METSO PROCESS AUTOMATION USA
LLC

By: 

Name: Paul J. Cannon

Title: President

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

Trademarks

Country	Trademark	Reg. Date	Reg. No.
US	D-E-B	9/3/ 1963	0755994
US	MAX1000	3/23/ 1999	2233322
US	MaxDNA	10/14/ 2008	3515903
US	PACSIM	2/17/1998	2137871
US	WINGEMS	6/10/1997	2069534
US	FACTNET	6/3/1997	2067076