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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alco Industries, Inc.		05/30/2014	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Ehrhardt Tool & Machine, LLC		
Street Address:	25 Central Industrial Drive		
City:	Granite City		
State/Country:	ountry: ILLINOIS		
Postal Code:	stal Code: 62040		
Entity Type: Private Limited Company: DELAWARE			

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2119499	EHRHARDT
Registration Number:	2125279	E

CORRESPONDENCE DATA

Fax Number: 2155405818

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.

Phone: 215-540-9200

Email: docketing@howsoniplaw.com

Correspondent Name: Stanley B. Kita, Howson & Howson LLP

Address Line 1: Building 620, Suite 210
Address Line 2: 350 Sentry Parkway

Address Line 4: Blue Bell, PENNSYLVANIA 19422

NAME OF SUBMITTER:	Bea Houwen
SIGNATURE:	/Bea Houwen/
DATE SIGNED:	09/05/2017

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 30, 2014 ("Effective Date") by and between Alco Industries, Inc., a Delaware corporation, 820 Adams Avenue, Suite 130, Norristown, Pennsylvania 19403, USA ("Assignor"), and Ehrhardt Tool & Machine, LLC, a Delaware limited liability company, 25 Central Industrial Drive, Granite City, Illinois 62040, USA ("Assignee"). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below in the first recital).

WHEREAS, pursuant to that certain Stock and Asset Purchase Agreement, dated as of May 1, 2014, by and among Assignor, Miller Chemical and Fertilizer Corporation, Miller Chemical Costa Rica, S.A., Modern Equipment Company, Inc., and Dunes Point Capital Investment Partners I-A, LLC (the "<u>Agreement</u>"), Assignor has sold to Assignee, all assets related to, generated by, or used in the Business (other than the Excluded Assets);

WHEREAS, Assignor is the exclusive owner of the entire right, title and interest, in and to the Acquired Intellectual Property, together with any and all goodwill associated with any of the foregoing (the "Intellectual Property"); and

WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor's right, title and interest in, to and under the Intellectual Property, such that Assignee will be the exclusive owner of the Intellectual Property.

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

- Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest, in and to all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, collective membership marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or may appear, all registrations and recordings thereof, and all applications filed in connection therewith (the "Trademarks") included in the Intellectual Property, including, but not limited to, the trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill that is symbolized by such Trademarks, and further including any and all (i) renewal rights in respect of such Trademarks, (ii) rights to obtain registrations of such Trademarks in the United States and throughout the world, and (iii) all income, royalties, proceeds arising out of any of the foregoing, including rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present and future infringements, dilutions, or violations thereof, all in Assignee's sole name.
- 2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor takes in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Intellectual Property with, for example, the

United States Patent and Trademark Office (or any corresponding foreign entity or agency); provided, however, that it being understood that Assignors shall not be required to (i) commence any litigation in connection with this Section 5; or (ii) expend money except as specifically contemplated by Section 9.2 of the Purchase Agreement in connection with this Section 2.

* * * * *

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Assignor and Assignee as of the date first above written.

ALCO IND	aiul Ountr	EHRHARDT TOOL & MACHINE, LLC
Name:	Daniel L. Damstra	Name:
Title: <u>Vice I</u>	President, Secretary and Genera	1 Counsel Title:

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Assignor and Assignee as of the date first above written.

ALCO INDUSTRIES, INC.	EHRHARDT TOOL & MACHINE, LLC
	HANNE
Name:	Name: Timothy J. White
Title:	Title: Authorized Signatory

SCHEDULE A

Mark	Country	Status	Application Number	Registration Number
EHRHARDT	United States of America	Registered	75/185,596	2,119,499
Е	United States of America	Registered	75/185,597	2,252,279

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RECORDED: 09/05/2017