OP \$40.00 0418091

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM442924

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wolverine Tube, Inc.		04/28/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wieland Copper Products, LLC	
Street Address:	3990 US 311 Hwy N	
City:	Pine Hall	
State/Country:	NORTH CAROLINA	
Postal Code:	27042	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0418091	TRUFIN

CORRESPONDENCE DATA

Fax Number: 2693815465

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: (269) 381-1156

Email: docket@flynnthiel.com

Correspondent Name: FLYNN, THIEL, BOUTELL & TANIS, P.C.

Address Line 1: 2026 Rambling Road

Address Line 4: Kalamazoo, MICHIGAN 49008-1631

ATTORNEY DOCKET NUMBER:	5200.T0030US
NAME OF SUBMITTER:	Eugene J. Rath III
SIGNATURE:	/Eugene J. Rath III/
DATE SIGNED:	09/13/2017

Total Attachments: 5

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Datum: 29. Juni 2017

EXECUTION VERSION

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "<u>Assignment</u>") dated as of April 28, 2017 (the "<u>Effective Date</u>"), is made by and between Wolverine Tube, Inc., a Delaware corporation, which has its principal place of business at 41600 Wolverine Road, Shawnee, Pottawatomic County, Oklahoma 74804 ("<u>Assignor</u>") and Wieland Copper Products, LLC, a Delaware limited liability company, which has its principal place of business at 3990 US 311 Hwy N, Pine Hall, NC 27042 ("<u>Assignee</u>").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into a certain Asset Purchase Agreement, dated as of April 25, 2017 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain trademarks, and any registrations thereof or applications therefor, as listed in Schedule 1.1(c) to the Purchase Agreement thereto and as relisted in Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

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

- Section 1.1 <u>Assignment</u>. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.
- Section 1.2 <u>Acknowledgement</u>. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the Parties, Assignee shall be the exclusive owner of the Trademarks.
- Section 1.3 <u>Cooperation</u>. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant state and national trademark offices. Assignee shall be responsible for all filings fees incurred in connection with the foregoing.

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Section 1.4 General Provisions. This Assignment and the Purchase Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Purchase Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Purchase Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment shall not be interpreted to broaden the scope of Assignee's rights with respect to the Trademarks beyond those rights provided in the Purchase Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.5 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction of the state courts of the State of Delaware or the United States District Court for the District of Delaware for the purpose of any action between the parties arising in whole or in part under or in connection with this Assignment.

Section 1.6 <u>Counterparts</u>. This Assignment may be executed in any number of duplicate originals or counterparts, and each of such duplicate originals or counterparts will be deemed to be an original and taken together will constitute but one and the same instrument. The parties agree that their respective signatures may be delivered by facsimile or by PDF and that facsimile or PDF signatures will be treated as originals for all purposes.

[Signature Page Follows]

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WOLVERINE TUBE, INC.

By: Name: Jean Noelting
Title: President & CEO

[WTI - Trademark Assignment]

TRADEMARK
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WIELAND COPPER PRODUCTS, LLC

By: Result of the Name: Thomas Baker Title: CEO

[WTI - Trademark Assignment]

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Schedule A

Canadian Trademark Registrations

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Classes	
TRUFIN	238519	12/3/1956	TMA107832	8/30/1957	11	

United States Trademark Registrations

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Classes
TRUFIN	71473902	5-Sep-44	418.091	4-Dec-45	17

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RECORDED: 09/13/2017