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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mr. Jeremy Flack		09/15/2017	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Flack Steel LLC
Street Address:	425 West Lakeside Avenue
Internal Address:	Suite 200
City:	Cleveland
State/Country:	OHIO
Postal Code:	44113
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	4111153	FLACK STEEL QUALITY	
Registration Number:	4117368	FLACK STEEL	

CORRESPONDENCE DATA

Fax Number: 2162410816

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: 216-622-8200

Email: ipdocket@calfee.com

Correspondent Name: Calfee, Halter & Griswold LLP

Address Line 1: 1405 East Sixth Street
Address Line 2: The Calfee Building

Address Line 4: Cleveland, OHIO 44114-1607

ATTORNEY DOCKET NUMBER:	34824/04001
NAME OF SUBMITTER:	Carol A. Costanza
SIGNATURE:	/Carol A. Costanza/
DATE SIGNED:	09/22/2017

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Assignor, owns the Trademarks (as defined herein) and Assignee, desires to acquire any and all rights and goodwill associated with the Trademarks, including without limitation, any applications or registrations for the Trademarks and all common law rights therein;

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

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:
- (a) the trademarks set forth on Schedule I attached hereto, whether registered or unregistered, and all applications, registrations, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Assurances</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments,

TRADEMARK REEL: 006159 FRAME: 0613 powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

JEREMY ELACK

	By:
ASSIGNEE	FLACK STEEL LLC By:
	Name: Com Flat Title: Coc

ASSIGNOR

SCHEDULE I

Trademark Registrations:

RECORDED: 09/22/2017

Country	Trademark	Reg. No.	Reg. Date	Status	Owner
United States	FLACK STEEL QUALITY & DESIGN	4,111,153	03/13/2012	Registered	Jeremy Flack
United States	FLACK STEEL	4,117,368	03/27/2012	Registered	Jeremy Flack
Canada	FLACK STEEL	TMA861,633	10/01/2013	Registered	Jeremy Flack
Mexico	FLACK STEEL	1,412,605	11/25/2013	Registered	Jeremy Flack
Mexico	FLACK STEEL	1,355,781	03/19/2013	Registered	Jeremy Flack

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