

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449106

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Midwesco Filter Resources, Inc.		06/13/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Southern Industrial Fabric, Inc.		
<b>Street Address:</b>	2984 Lakeview Drive		
<b>City:</b>	Rossville		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30741		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2094231	SEAMLESS TUBE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129774405		
<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>			
<b>Phone:</b>	312-977-4400		
<b>Email:</b>	ipdocket@nixonpeabody.com		
<b>Correspondent Name:</b>	Elizabeth W. Baio		
<b>Address Line 1:</b>	70 West Madison Street, Suite 3500		
<b>Address Line 2:</b>	Nixon Peabody LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>NAME OF SUBMITTER:</b>	Elizabeth W. Baio		
<b>SIGNATURE:</b>	/Elizabeth W. Baio/		
<b>DATE SIGNED:</b>	10/31/2017		
<b>Total Attachments: 8</b>			
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**TRADEMARK**

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## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (the "Agreement") is made and entered into as of June 13, 2016, by and between Midwesca Filter Resources, Inc., a Delaware corporation ("Assignor"), and Southern Industrial Fabric, Inc. a Georgia corporation ("Assignee"). All capitalized terms used in this Agreement without definition have the meanings given to them in the Purchase Agreement (as defined below).

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 13, 2016 (the "Purchase Agreement"), pursuant to which Assignee is purchasing the Assets as of the Closing Date on the terms and conditions set forth therein;

WHEREAS, it is contemplated that this Agreement will be entered into at Closing by Assignor pursuant to Section 2.5(a)(i) of the Purchase Agreement; and

WHEREAS, Assignor and Assignee desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery of this instrument evidencing the vesting in Assignee of all of Assignor's right, title and interest in and to the Assets.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the transactions contemplated by the Purchase Agreement, the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**Section 1. Transfer of Assets.** For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys, grants and delivers (or shall cause to be sold, transferred, assigned, conveyed, granted and delivered by Assignor's Affiliates) to Assignee, effective as of the date first written above, all of Assignor's right, title and interest in and to all of the Assets.

**Section 4. Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including but not limited to all representations, warranties, covenants, and agreements relating to the Assets, are incorporated herein by this reference, and Assignor acknowledges and agrees that the representations, warranties, and agreements contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

**Section 5. Further Actions.** Each of the parties covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the transactions contemplated by this Agreement and the Purchase Agreement.

**Section 6. Governing Law.** This Agreement will be governed by and construed under the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law.

**Section 7. Assignments and Successors.** No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, except for assignment and transfers by operation of law and assignment of any rights

hereunder to any affiliate of Assignor or Assignee, provided that no such assignment will relieve any parties hereto from any of its obligations hereunder. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 8. Amendment. This Agreement may not be amended or modified except pursuant to an instrument in writing signed by Assignee and Assignor.

Section 7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:  
MIDWESCO FILTER RESOURCES, INC.

By:

Name:

Its:

*[Handwritten Signature]*  
*[Handwritten Name: Gerald M. Holman]*  
*[Handwritten Title: Chief Operating Officer]*

*[Signature Page to Bill of Sale, Assignment and Assumption Agreement]*

ASSIGNEE:  
Southern Industrial Fabric, Inc.

By: Phyllis Deane  
Name: Phyllis Deane BRYAN  
Its: President

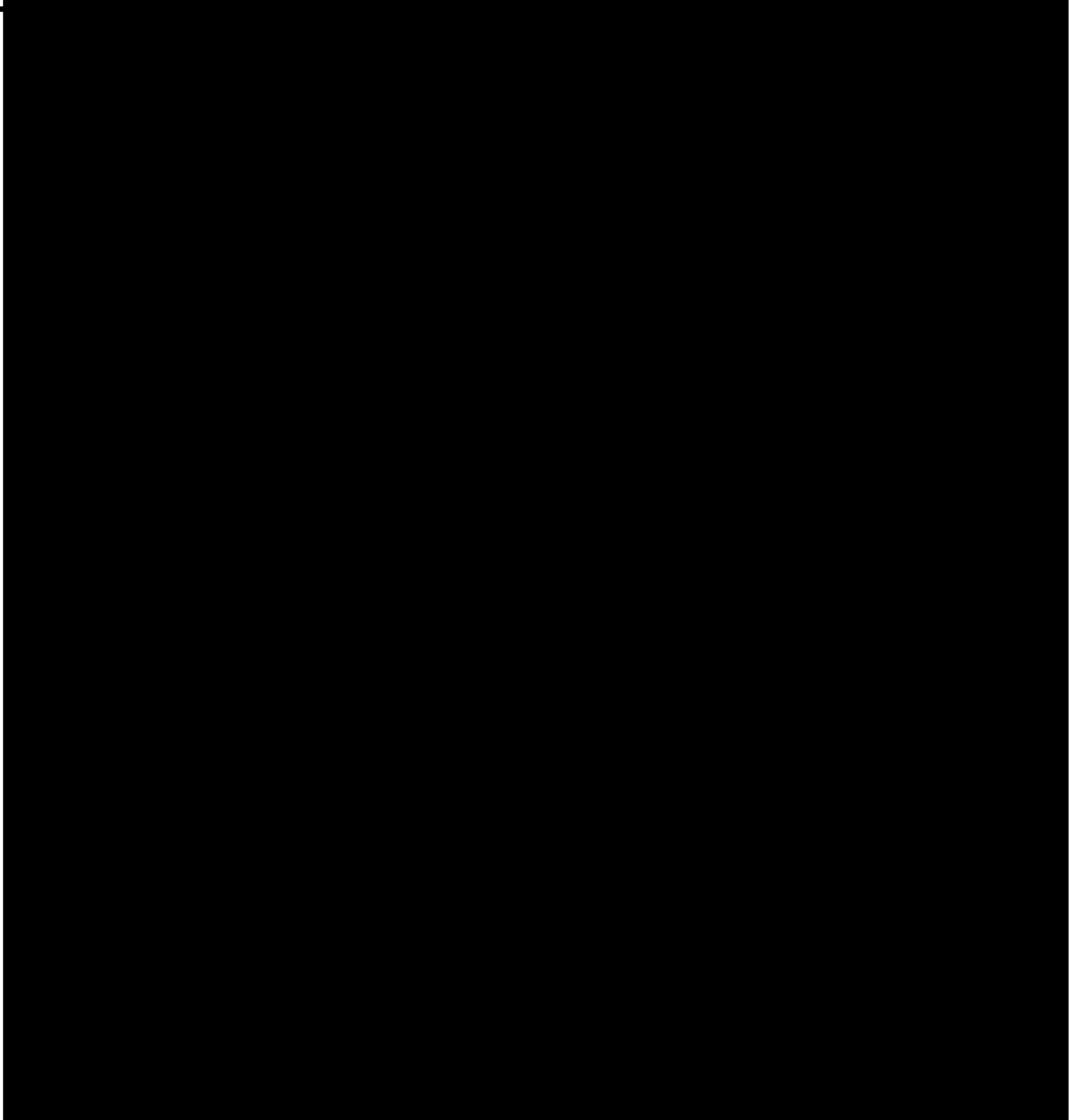
[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

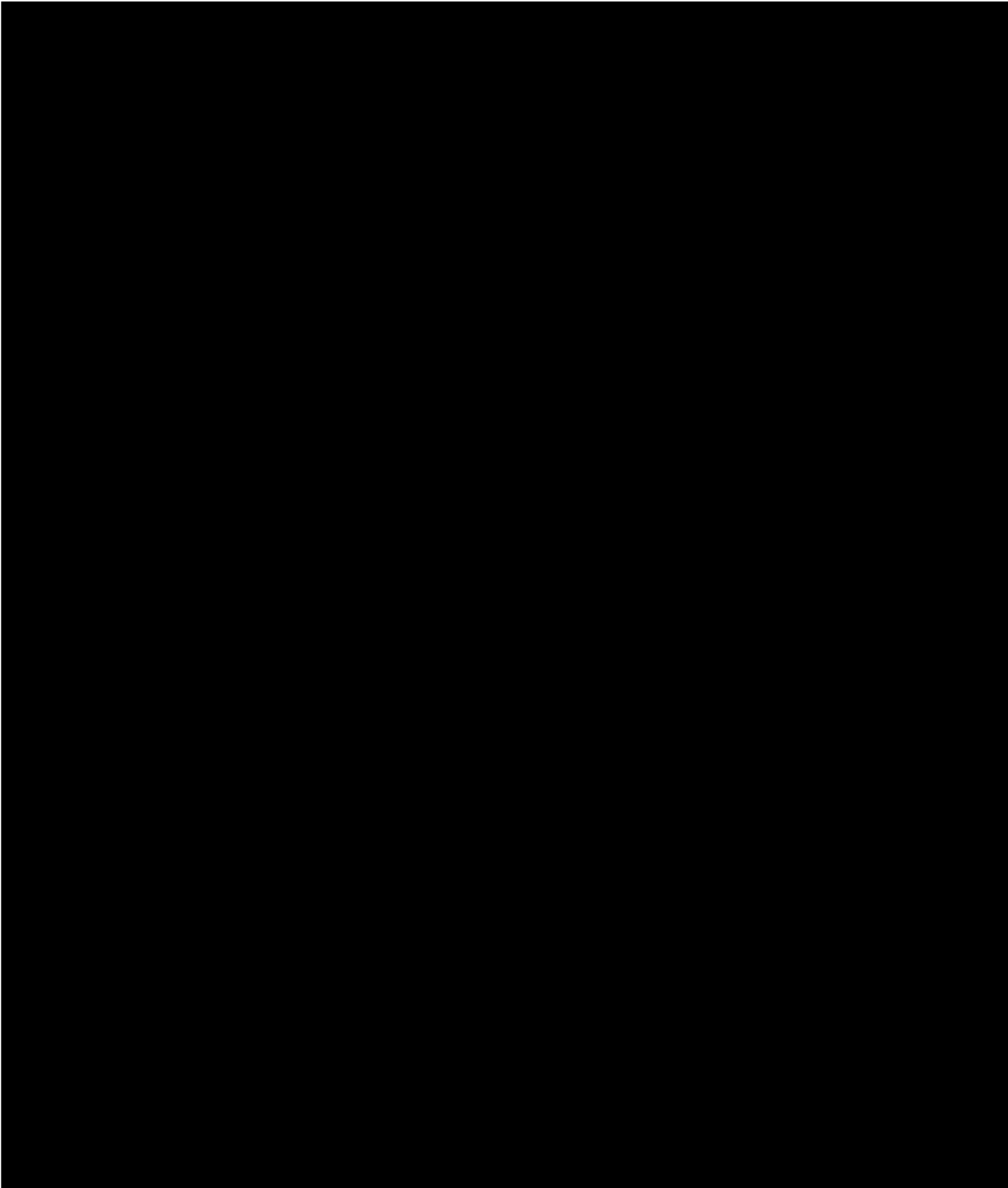
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Annex A

Assets

Part #	Rev	DESCRIPTION	Asset Group	MANUFACTURE	MODEL	QTY	UOM
		Seamless Tube Trademark			USPTO 75038565	1	EA





**TRADEMARK**  
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**TRADEMARK**  
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RECORDED: 10/31/2017

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