ETAS ID: TM450552

## 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
DMI Edon LLC		11/10/2017	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Diversified Machine, Inc.			
Street Address:	300 Galleria Officentre			
Internal Address:	Suite 501			
City:	Southfield			
State/Country: MICHIGAN				
Postal Code: 48034				
Entity Type:	Corporation: DELAWARE			

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3060849	DYNATURN

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: nalbano@paulweiss.com, vmann@paulweiss.com,

aspoto@paulweiss.com, dewilliams@paulweiss.com

**Correspondent Name:** Nicole Albano

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	21399-003
NAME OF SUBMITTER:	Nicole A. Albano
SIGNATURE:	/Nicole A. Albano/
DATE SIGNED:	11/10/2017

**Total Attachments: 4** 

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## US TRADEMARK ASSIGNMENT AGREEMENT

This US TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>"), effective as of November 10, 2017 (the "<u>Effective Date</u>"), is entered into by and between DMI Edon LLC, a Delaware limited liability company ("<u>Assignor</u>") and Diversified Machine, Inc., a Delaware corporation ("<u>Assignee</u>").

#### WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademark registration listed on Schedule A hereto (the "Assigned Trademark"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademark with the United States Patent and Trademark Office.

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. <u>Assignment</u>. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademark, and all goodwill associated with the Assigned Trademark. The foregoing assignment of the Assigned Trademark includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for infringements and dilutions thereof, and (c) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.
- 2. <u>Acknowledgment</u>. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.
- 3. <u>Further Assurances</u>. Each Party agrees, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.
- 4. <u>Binding Effect; Assignment</u>. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
- 5. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.
- 6. <u>Counterparts; Effectiveness</u>. This Assignment may be executed in any number of counterparts and all such counterparts together shall be deemed an original of this Assignment.

Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment.

IN WITNESS	HEREOF,	this	Assignment	has	been	executed	as	of the	date	first	set

forth above.

ASSIGNEE:

DIVERSIFIED MACHINE, INC.

Name: Tubna Nec Villaire Title: VP and Secretary

DMI EDON LK

By:

[Signature Page to the United States Trademark Assignment Agreement]

# Schedule A

<u>Trademark</u>	Serial No. Filing Date	Reg. No. Reg. Date	<u>Status</u>
DYNATURN	78212728 02/10/2003	3060849 02/21/2006	Registered

**RECORDED: 11/10/2017**