

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fluid Vision Technologies, LLC		03/05/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Fuchs Lubricants Co.		
Street Address:	17050 Lathrop Avenue		
City:	Harvey		
State/Country:	ILLINOIS		
Postal Code:	60426		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87602184	FLUID LOGIC	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<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>			
Phone:	414-271-2400		
Email:	ipdocketing@foley.com, sfelde@foley.com		
Correspondent Name:	Richard J. McKenna		
Address Line 1:	3000 K Street, N.W. Suite 600		
Address Line 2:	Foley & Lardner LLP		
Address Line 4:	Washington, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	022798-0181		
NAME OF SUBMITTER:	Richard J McKenna		
SIGNATURE:	/R.J. McKenna/		
DATE SIGNED:	03/09/2018		
Total Attachments: 5			
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ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (this "Assignment") is entered into on March 5, 2018, by and between FUCHS LUBRICANTS CO., a Delaware corporation ("Assignee"), and FLUID VISION TECHNOLOGIES, LLC, a Texas limited liability company ("Assignor"). Assignee and Assignor are sometimes referred to herein individually as a "party" and collectively as the "parties."

RECITALS

A. As of the date hereof, Assignor is transferring the assets related to the Business, including, but not limited to, the Intangible Property, to Assignee pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") entered into by and among Assignee, Assignor, Bryan Gorr, Tammy Buck, and Adhavan Manickam. Capitalized terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

B. The execution and delivery of this Assignment is a condition precedent to the obligation of Assignee to close the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, pursuant to the terms and provisions of the Purchase Agreement, and for the consideration set forth therein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Intangible Property. Upon the terms and subject to the conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the Intangible Property. Without limitation of the foregoing, Assignor hereby further sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, the entire right, title and interest in and to: (a) the patents, patent applications, industrial design registrations and industrial design applications identified on Exhibit A (including without limitation all divisions, reissues, continuations, and continuations-in-part of or for the foregoing), and the inventions disclosed and claimed therein; (b) the trademarks, service marks, trade names and trade dress, and the applications and registrations therefor, identified on Exhibit A, including the goodwill associated therewith and including the portions of Assignor's business to which the foregoing pertain, such business being ongoing and existing; (c) the copyrights, copyright applications and registrations identified on Exhibit A; (d) the domain name registrations identified on Exhibit A, including the goodwill associated therewith; (e) all applications and registrations for the foregoing and all other Intangible Property, including the right to apply therefor, and any and all renewals, extensions and prolongations thereof that may be secured under all laws now or hereafter in force; and (f) all claims, causes of action and damages by reason of infringement, misappropriation or violation of rights related to any of the foregoing or to any other Intangible Property (including, but not limited to, the right to sue for, and to collect damages arising from, past, present or future infringement, misappropriation or violation of rights related to any of the foregoing or to any other Intangible Property); all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights, and in all countries throughout the world wherein Assignor owns, possesses, or controls such rights. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Assignor has in any of the Intangible Property, Assignor hereby irrevocably waives those rights as to Assignee, and Assignee's licensees, successors and assigns.

2. Successors and Assigns; No Third Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

This Assignment shall not benefit or create any right or cause of action in or on behalf of any third party other than the parties hereto and their respective successors and permitted assigns.

3. Further Assurances. Each of the parties hereto shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purposes of this Assignment and that are not inconsistent with the terms of this Assignment. Without limitation of the foregoing, Assignor shall, at Assignor's expense, undertake to do or cease to do all such acts as Assignee may reasonably direct, and to execute, or cause its employees and agents to execute, all such documents as Assignee deems reasonably necessary or helpful, to evidence, effect, vest and/or perfect in Assignee, and to assure further the rights, title and interest of Assignee, in and to the Intangible Property and the rights identified in this Assignment, and to protect and/or enforce such Intangible Property and rights. Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact with full power to execute, acknowledge, deliver and record on Assignor's behalf any and all such documents for such purposes. This appointment shall be a power coupled with an interest.

4. Governing Law. The laws of the State of Illinois shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

5. Counterparts; Facsimile Signatures. This Assignment may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signatures transmitted electronically (i.e., via pdf or facsimile) shall be considered authentic and binding.

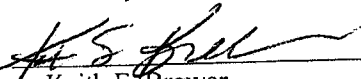
6. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each party has caused this Assignment of Intangible Property to be duly executed and delivered by its duly authorized representative as of the date first set forth above.

ASSIGNEE:

FUCHS LUBRICANTS CO.,
a Delaware corporation

By: 
Name: Keith E. Brewer
Title: President & C.E.O.

17050 Lathrop Avenue
Harvey, Illinois 60426
Attn: Keith Brewer
Email: kbrewer@fuchsus.com

ASSIGNOR:

FLUID VISION TECHNOLOGIES, LLC
a Texas limited liability company

By: _____
Name: Bryan Gorr
Title: Founder and President of Business
Development

6916 Galemeadow Circle
Dallas, TX 75214
Attn: Bryan Gorr
Email: bryan.gorr@yahoo.com

IN WITNESS WHEREOF, each party has caused this Assignment of Intangible Property to be duly executed and delivered by its duly authorized representative as of the date first set forth above.

ASSIGNEE:

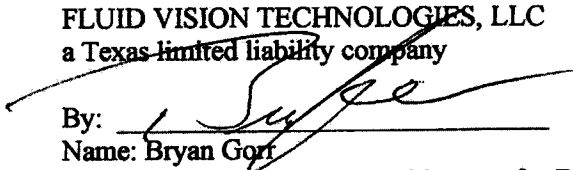
FUCHS LUBRICANTS CO.,
a Delaware corporation

By: _____
Name: _____
Title: _____

17050 Lathrop Avenue
Harvey, Illinois 60426
Attn: Keith Brewer
Email: kbrewer@fuchsus.com

ASSIGNOR:

FLUID VISION TECHNOLOGIES, LLC
a Texas limited liability company

By: 
Name: Bryan Gorr
Title: Founder and President of Business
Development

6916 Galemeadow Circle
Dallas, TX 75214
Attn: Bryan Gorr
Email: bryan.gorr@yahoo.com

EXHIBIT A

1. United States Provisional Patent Application No. 62/425,223, filed on November 22, 2016, titled "Fluid Condition Monitoring Multi-Sensor, Transceiver and Status Display Hub".
2. United States Provisional Patent Application No. 62/391,351, filed on April 28, 2016, titled "Fluid condition monitoring wireless multi-sensor, transceiver and status display".
3. United States Patent Application No. 15/581,505, filed on April 28, 2017, titled "Automated Fluid Condition Monitoring Multi-Sensor, Transceiver and Status Display Hub".
4. International Application No. PCT/US2017/030235, filed on April 28, 2017, titled "Automated Fluid Condition Monitoring Multi-Sensor, Transceiver and Status Display Hub".
5. Fluid Logic trademark – U.S. Trademark Application Serial No.87602184.
6. Fluid Vision trademark.
7. Fluid Vision Technologies trademark.
8. Fluidlogitech.com / Expires 9/9/2020
9. Fluidvision.co / Expires 4/30/2018
10. Fluidvision.tech / Expires 5/5/2018
11. United States Copyright Reg. No. TX0008351935, filed/registered on November 30, 2016 for "FVT Unified Firmware v0.0.1.7" by Fluid Vision Technologies, LLC.
12. Copyright for FVT IOT Cloud Portal Software.
13. Copyright for FVT Unified Firmware.
 - a. v0.0.1.1
 - b. v0.0.1.2
 - c. v0.0.1.3
 - d. v0.0.1.4
 - e. v0.0.1.5
 - f. v0.0.1.6
 - g. v0.0.1.7
 - h. v0.0.1.8
 - i. v0.0.1.9
 - j. v0.0.2.0
 - k. v0.0.2.1
 - l. v0.0.2.2
 - m. v0.0.2.3
 - n. v0.0.2.4
14. Copyright for FVT Mini Pro.
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