

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502454

<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>
Garvin Industries, Inc.		08/13/2018	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Southwire Company, LLC		
<b>Street Address:</b>	One Southwire Drive		
<b>City:</b>	Carrollton		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30119		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5140238	GARVIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8477706006		
<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>	847-770-6000		
<b>Email:</b>	trademarks@rosenbaumip.com		
<b>Correspondent Name:</b>	Rosenbaum IP, P.C.		
<b>Address Line 1:</b>	1480 Techny Road		
<b>Address Line 4:</b>	Northbrook, ILLINOIS 60062		
<b>ATTORNEY DOCKET NUMBER:</b>	6163-999		
<b>NAME OF SUBMITTER:</b>	Benjamin D. Rotman		
<b>SIGNATURE:</b>	/Benjamin D. Rotman/		
<b>DATE SIGNED:</b>	12/18/2018		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of August 13, 2018, is made by and between Garvin Industries, Inc., an Illinois corporation having a place of business at 4304 Lawn Avenue, Western Springs, Illinois 60558 (“**Assignor**”), and Southwire Company, LLC, a Delaware limited liability company having a place of business at One Southwire Drive, Carrollton, Georgia, 30119 (“**Assignee**”).

WHEREAS, Assignor, Assignee, the shareholders of Assignor and Barton L. Garvin are parties to that certain Asset Purchase Agreement dated as of August 13, 2018 (the “**Purchase Agreement**”), pursuant to which Assignee has agreed to purchase and assume from Assignor, the assets and liabilities comprising the Business, by means of a transfer of the Purchased Assets and the Assumed Liabilities (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, under the terms of the Purchase Agreement, Assignor agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of the Assignor, and the Assignor agreed to execute and deliver this IP Assignment, for recording with the United States Copyright Office and the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee, and its successors and assigns, and Assignee accepts, purchases, and assumes all of Assignor’s rights, title, and interest in and to the intellectual property set forth below (the “**Assigned IP**”):

(a) the copyright registrations set forth on Schedule 1 hereto (the “**Copyrights**”);

(b) the trademark and service marks registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the intellectual property assets (the “**Unregistered IP**”) set forth on Schedule 3 hereto, together with the goodwill of the business connected with the use of, and symbolized by, the Unregistered IP;

(d) all Intellectual Property Assets not expressly assigned in the Patent Assignment Agreement or elsewhere;

(e) 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;

(f) 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

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, 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. Recordation and Further Actions. Assignor hereby authorizes the Register of Copyrights, 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 IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signatures on following page.]

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

Assignor:

GARVIN INDUSTRIES, INC.

By: Barton L. Garvin

Name: Barton L. Garvin

Title: President

*Address for Notices:*

4304 Lawn Avenue

Western Springs, Illinois 60558

Attention: Barton L. Garvin

*[Signatures continue on the following page.]*

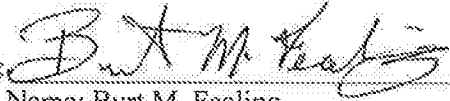
*[Signature Page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 006502 FRAME: 0387**

*[Signatures continued from the previous page.]*

Assignee:

SOUTHWIRE COMPANY, LLC

By: 

Name: Burt M. Fealing

Title: Executive Vice President, General  
Counsel and Secretary

*Address for Notices:*

One Southwire Drive  
Carrollton, Georgia 30119  
Attention: General Counsel

*[Signature Page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 006502 FRAME: 0388**

**SCHEDULE 1**

**COPYRIGHTS**

Title	Country	Registration No.
www.garvinindustries.com	USA	TX0007784388

**SCHEDULE 2**

**ASSIGNED TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Country</b>	<b>Description</b>
GARVIN	USA	Registration number 5,140,238



SCHEDULE 3

ASSIGNED UNREGISTERED IP

1. Domain name -- [www.garvinindustries.com](http://www.garvinindustries.com)



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