

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ada Products Company, Inc.		04/02/2018	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Ada Products Acquisition, LLC		
Street Address:	2614 N. Sugar Bush Road		
City:	New Franken		
State/Country:	WISCONSIN		
Postal Code:	54229		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	0919844	MYNOL	
Registration Number:	4076154	MYNOL	
Registration Number:	1238174	ADAMOUNT	
Registration Number:	1701619	CLEAR-EDGE	
Registration Number:	3294391	ADA PRODUCTS COMPANY A HERITAGE OF QUALI	
Registration Number:	1628177	TRI-BITE	
Registration Number:	3863764	TRI-BITE	
Registration Number:	3731460	BEYOND	
Registration Number:	1811809	PREFERRED	
Registration Number:	2740311	IS 2000	
Registration Number:	3381024	IS 2000	
CORRESPONDENCE DATA			
Fax Number:	3126551917		
<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:	312-655-9900		
Email:	dhurley@kdslaw.com		
Correspondent Name:	David J Hurley Knechtel Demeur & Samlan		
Address Line 1:	525 W. Monroe St.		
Address Line 2:	Suite 2360		

OP \$290.00 0919844

Address Line 4:	Chicago, ILLINOIS 60661
NAME OF SUBMITTER:	David J. Hurley
SIGNATURE:	/David J. Hurley/
DATE SIGNED:	10/24/2018
Total Attachments: 7 source=TMAssignment#page1.tif source=TMAssignment#page2.tif source=TMAssignment#page3.tif source=TMAssignment#page4.tif source=TMAssignment#page5.tif source=TMAssignment#page6.tif source=TMAssignment#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Ada Products Company, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: New Jersey
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 2, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ada Products Acquisition, LLC

Street Address: 2614 N. Sugar Bush Road

City: New Franken

State: Wisconsin

Country: US Zip: 54229

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Wisconsin

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____ Text _____

B. Trademark Registration No. (s) _____

919844; 4076154; 1238174; 1701619; 3294391; 1628177; 3863764; 3731460; 1811809; 2740311; 3381024

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

MYNOL; MYNOL; ADAMOUNT; CLEAR-EDGE; Design: TRI-BITE; TRI-BITE; Beyond & Design; PREFERRED; IS 2000 & Design; IS 2000

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: David J. Hurley, Knechtel, Demeur & Samlan

Internal Address: Suite 2360

7

Street Address: 525 W. Monroe St

City: Chicago

State: Illinois Zip: 60661

Phone Number: 312-655-9900

Docket Number: _____

Email Address: dhurley@kdsfaw.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$290.00

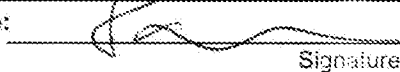
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name 7

9. Signature:



Signature

October 23, 2018

Date

David J. Hurley

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

THIS ASSIGNMENT is made as of April 2, 2018 (the "Effective Date"), by and between Ada Products Company, Inc, a New Jersey corporation (hereinafter referred to as the "ASSIGNOR") and Ada Products Acquisition, LLC, a Wisconsin limited liability company (hereinafter referred to as the "ASSIGNEE").

WHEREAS, Ada Products Company, Inc., as Seller, Thomas J. Figurelli, M. Dean Porter and Jon Gurkoff, collectively the Shareholder, and Ada Products Acquisition, LLC, as Purchaser, have simultaneously entered into a certain Asset Purchase Agreement dated March 5, 2018 (the "Purchase Agreement") wherein Ada Products Company, Inc. agrees to sell and Ada Products Acquisition, LLC agrees to buy certain "Assets" related to the "Business," as such terms are defined in the Purchase Agreement; and

WHEREAS, ASSIGNOR warrants that it is the owner of the registered Trademarks therefor listed in Schedule A attached hereto and listed on Schedule 4.8 of the Purchase Agreement (hereinafter the "Trademarks") and the goodwill of the Business, and

WHEREAS, ASSIGNOR has agreed to assign the Trademarks and goodwill of the Business, with warranty of title, as given above, and to quit-claim assign the balance of any "Intellectual Property," as defined in the Purchase Agreement, that ASSIGNOR may have or hold any right, title or interest in to the ASSIGNEE.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with the above recitals being incorporated herein as if set forth at length, the

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with the above recitals being incorporated herein as if set forth at length, including the applicable warranty of title, pursuant to the Purchase Agreement and in consideration of the premises, and for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE the entire right, title and interest in and to the Trademarks together with the goodwill of the business associated with the Trademarks and which are symbolized by the Trademarks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for ASSIGNEE's own use and enjoyment, and for the use and enjoyment of ASSIGNEE's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for ASSIGNEE's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. The ASSIGNOR, by quit-claim assignment, hereby assigns to the ASSIGNEE all of its right, title, and interest that it may have or hold in the Intellectual Property other than the Trademarks to the ASSIGNEE. The ASSIGNEE accepts these assignments.
3. ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or the foreign equivalent thereof, to record ASSIGNEE as the ASSIGNEE and owner of the Trademarks.
4. ASSIGNOR shall take all further actions, and provide to ASSIGNEE, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) reasonably requested by ASSIGNEE to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the Trademarks or rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks or rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that ASSIGNEE may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. ASSIGNEE shall be responsible for the drafting and costs associated with all matters referenced in this Paragraph 4 above, including, without limitation, filing fees, legal fees, charges, cost and expenses. In addition, ASSIGNEE shall reimburse all reasonable and necessary expenses incurred by ASSIGNOR in connection with its obligations set forth above; all such costs and expenses shall be pre-approved by ASSIGNEE, including any legal fees, lodging or travel expenses.
5. ASSIGNOR covenants and agrees that it shall not in the future: (i) seek or file a request for an opposition or cancellation of any of the Trademarks; (ii) file any action (court, administrative, governmental, or otherwise) seeking invalidity or unenforceability of any of the Trademarks; (iii) otherwise affirmatively challenge the scope, validity, or enforceability of any of the Trademarks; (iv) in the absence of compulsory process, cooperate or assist any third party in connection with any dispute, claim, or case involving any of the Trademarks; or (v) provide prior art or suggest arguments to any third party for the purpose of assisting them in challenging any of the Trademarks.
6. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to supersede, enlarge, or modify any of the obligations, agreements, covenants, or warranties of ASSIGNOR or ASSIGNEE contained in the Purchase Agreement.
7. This Assignment shall be governed by and construed in accordance with the domestic laws of the same law governing the Purchase Agreement without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.
8. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the

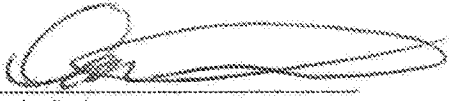
same document. Counterpart signature pages to this Assignment transmitted by facsimile transmission, by electronic mail in portable format (.pdf) shall be valid and acceptable and have the same binding legal effect as physical delivery of the paper document bearing an original signature.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date(s) set forth below, with effect as of the Effective Date.

ASSIGNOR:
Ada Products Company, Inc.

ASSIGNEE:
Ada Products Acquisition, LLC

By: _____
Jon Gurkoff, Vice President

By: 
Dale Roberts
Title: ~~President~~ Director
D.R.

STATE OF NEW JERSEY)
) SS.
COUNTY OF _____)

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)


On this, the _____ day of March, 2018, before me, a Notary Public, the undersigned officer, personally appeared Jon Gurkoff, who to my satisfaction acknowledged himself to be the Vice President of Ada Products Company, Inc, a New Jersey corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

On this, the 28 day of March, 2018 before me, a Notary Public, the undersigned officer, personally appeared Dale Roberts, who to my satisfaction acknowledged himself to be the subscribed member of Ada Products Acquisition, LLC, a Wisconsin limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

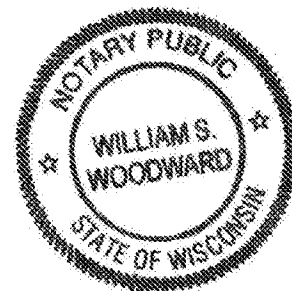
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*
Notary Public
My commission expires: _____



*
Wm.S. Woodward
Notary Public
My commission expires: 10/2018



IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date(s) set forth below, with effect as of the Effective Date.

ASSIGNOR:
Ada Products Company, Inc.

ASSIGNEE:
Ada Products Acquisition, LLC

By: 
Jon Gurkoff, Vice President


By: _____
Dale Roberts

Title: _____

STATE OF NEW JERSEY)
)
COUNTY OF ESSEX) SS.

On this, the 20th day of March, 2018, before me, a Notary Public, the undersigned officer, personally appeared Jon Gurkoff, who to my satisfaction acknowledged himself to be the Vice President of Ada Products Company, Inc, a New Jersey corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


* Anthony Giambone
Notary Public Attorney at Law of NJ
My commission expires: _____




STATE OF WISCONSIN)
)
COUNTY OF BROWN) SS.

On this, the _____ day of March, 2018 before me, a Notary Public, the undersigned officer, personally appeared Dale Roberts, who to my satisfaction acknowledged himself to be the _____ of Ada Products Acquisition, LLC, a Wisconsin limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

* Notary Public
My commission expires: _____

SCHEDULE A

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date	Date of Assignment / Merger to Ada Products	Renewal Due
MYNOL	Canada	Registered	350782	28-Feb-72	TMA188772	23-Feb-73	4-Jun-02	23-Feb-33
MYNOL	United States	Registered	72/345004	1-Dec-69	919844	7-Sep-11	22-May-02	7-Sep-21
MYNOL	Germany	Registered	1049604	26-Aug-81	1049604	26-Aug-11	24-Sep-02	31-Aug-21
MYNOL	United States	Registered	85/182894	22-Nov-10	4076154	27-Dec-11	N/A	27-Dec-21
ADAMOUNT	United States	Registered	73/368290	7-Jun-82	1238174	17-May-83	22-May-02	17-May-23
CLEAR-EDGE	United States	Registered	74/194491	14-Aug-91	1701619	21-Jul-92	22-May-02	21-Jul-22
	Canada	Registered	1189111	28-Aug-03	TMA635318	15-Mar-05	N/A	15-Mar-20
	United States	Registered	76/541505	2-Sep-03	3294391	18-Sep-07	N/A	18-Sep-27
TRI-BITE	Canada	Registered	1256917	3-May-05	TMA670302	17-Aug-06	27-May-11	17-Aug-21
TRI-BITE	United States	Registered	74/042087	26-Mar-90	1628177	18-Dec-90	6-Apr-11	18-Dec-20
TRI-BITE	United States	Registered	77/956230	11-Mar-10	3863764	19-Oct-10	6-Apr-11	19-Oct-20
	United States	Registered	78/303969	23-Sep-03	3731460	29-Dec-09	6-Apr-11	29-Dec-19
PREFERRED	United States	Registered	74/376097	29-Mar-93	1811809	21-Dec-93	6-Apr-11	21-Dec-23
	United States	Registered	76/469199	22-Nov-02	2740311	22-Jul-13	6-Apr-11	22-Jul-23
IS 2000	United States	Registered	77/203949	12-Jun-07	3381024	12-Feb-08	6-Apr-11	12-Feb-28