

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Die Cad Group Inc.		06/08/2018	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Tooling Technology, LLC		
Street Address:	4460 44th St SE #C120		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49512		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3388718	DIE CAD GROUP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Amanjot Kaur		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	86617.12		
NAME OF SUBMITTER:	Amanjot Kaur		
SIGNATURE:	/Amanjot Kaur by trademarkny/		
DATE SIGNED:	10/26/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment Agreement"), effective as of June 8, 2018 ("Effective Date"), is between Tooling Technology, LLC, a Delaware limited liability company, of 4460 44th St SE #C120, Grand Rapids, MI 49512 ("Purchaser") and Die Cad Group, Inc., a Michigan corporation, of 3258 Clear Vista Ct NE, Grand Rapids, MI 49525 ("Company" or "Assignor").

A. Pursuant to that certain Asset Purchase Agreement dated as of the date hereof (as it may be amended, restated or otherwise modified from time to time, the "Purchase Agreement"), by and among Purchaser, Company and the Shareholders, the parties thereto have agreed to effect the acquisition of certain assets of the Company, upon the terms and subject to the conditions set forth in the Purchase Agreement:

B. Pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement; and

C. Assignor is willing to assign all rights it may have in and to all Assumed IP on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Purchaser, Assignor and Purchaser agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to the Purchaser, its successors and assigns, all of Assignor's worldwide right, title and interest in and to all Assumed IP, including, without limitation, all worldwide right, title and interest in and to those items set forth on Exhibit A and all of the following which constitute Assumed IP to the extent related to, or used by the Company in the Business:

(a) patents and applications therefor, including all provisionals, continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations and extensions thereof, and all similar rights arising under the Laws of any jurisdiction;

(b) trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos and other source of business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof;

(c) Internet domain names and social media accounts;

(d) works of authorship, copyrights and mask works, database and design rights, whether or not registered or published, all registrations and recordings thereof and all

applications in connection therewith, along with all reversions, extensions and renewals thereof and all moral rights associated with any of the foregoing:

(e) discoveries, concepts, ideas, research and development, trade secrets, know-how, formulae, inventions, invention disclosures, compositions, manufacturing and production processes and techniques, technical data, procedures, designs, drawings, specifications, source code, algorithms, databases and other proprietary and confidential information, including customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals;

(f) Software;

(g) the right to file patent, trademark, copyright applications in the United States and throughout the world for the Assumed IP in the name of Purchaser, its successors and assigns; and

(h) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the any Assumed IP prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment Agreement had not been made.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Purchaser and to record Purchaser as owner of the Patents and Trademarks set forth on Exhibit A, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall deliver to the Purchaser, its successors and assigns such further information and documents and shall execute and deliver to the Purchaser, its successors and assigns such further instruments and agreements as Purchaser shall reasonably request to consummate or confirm the transactions provided for in this Assignment Agreement, to accomplish the purpose of this Assignment Agreement or to assure to Purchaser the benefits of this Assignment Agreement, and each party shall provide assistance as reasonably requested by any other party to protect, register, defend, and enforce the Assumed IP.

5. General.

(a) Governing Law. This Assignment Agreement shall be governed by the laws of the State of Delaware without reference to its choice of law rules.

(b) Counterparts. This Assignment Agreement may be executed in counterparts each of which when executed and delivered shall constitute an original but all such counterparts together shall constitute one and the same instrument. Execution and delivery of this Assignment Agreement by facsimile or electronic exchange bearing copies of a party's signature shall

constitute valid and binding execution and delivery by such party. Such facsimile or electronic copies shall constitute enforceable original documents.

(c) Entire Agreement. This Assignment Agreement and the Purchase Agreement represent the entire agreement between the parties with respect to the assignment of the Assumed IP by Assignor and may be modified or amended only by a writing signed by both parties that specifically mentions this Assignment Agreement.

(d) Binding Agreement. This Assignment shall be binding on and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

ASSIGNOR

PURCHASER

Die Cad Group, Inc.

Tooling Technology, LLC

By: Bobbie Blanton

By: _____

Name: Bobbie Blanton

Name: Anthony Seger

Title: President

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.


ASSIGNOR

PURCHASER

Die Cad Group, Inc.

Tooling Technology, LLC

By: _____

By:  _____

Name: _____

Name: STEVE ZERIO

Title: _____

Title: CEO

EXHIBIT A

Intellectual Property

Patents: Patent Applications

None

Trademarks: Trademark Registrations; Trademark Applications

TRADEMARKS				
OWNER	MARK	JURISDICTION	Application No./REGISTRATION NUMBER	Application/REGISTRATION DATE
Die Cad Group, Inc.	DIE CAD GROUP	US	Reg. No. 3388718	02/26/2008

Unregistered Logo:



Domain Names

DOMAIN NAMES		
Domain Name	Creation Date	Expiration Date
www.diecadgroup.com	06/10/1988	06/09/2027