

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CUSTOM CARBIDE CORP.		06/29/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BENCHMARK CARBIDE, LLC		
Street Address:	616 Dwight Street		
City:	Springfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87149157	PYSTL SERIES	
CORRESPONDENCE DATA			
Fax Number:	4079267720		
<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:	4079267700		
Email:	ecipparone@bwsmiplaw.com, cserafin@bwsmiplaw.com, trademarks@bwsmiplaw.com		
Correspondent Name:	ERICA M. CIPPARONE		
Address Line 1:	Beusse Wolter Sanks & Maire, PLLC		
Address Line 2:	390 N. Orange Avenue, Suite 2500		
Address Line 4:	Orlando, FLORIDA 32801		
NAME OF SUBMITTER:	Erica M. Cipparone		
SIGNATURE:	/Erica M. Cipparone/		
DATE SIGNED:	02/06/2019		
Total Attachments: 12			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment is entered into this ___ day of August 2018 (“Effective Date”) by and between CUSTOM CARBIDE CORP., a Massachusetts corporation (“Assignor”), and BENCHMARK CARBIDE, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee, among others, have entered into that certain Asset Purchase Agreement, dated as of June 29, 2018 (the “Asset Purchase Agreement”). Defined terms used in this Agreement and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Assignor is the owner of copyrights in the works of authorship, applications for registration and registrations set forth in Schedule A attached hereto (hereinafter, the “Scheduled Works”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the certain works of authorship and copyrights associated therewith, including but not limited to the Scheduled Works, as successor to the business to which such works of authorship and copyrights pertain;

WHEREAS, Assignor has acquired certain rights in the Internet domain names identified in Schedule B attached hereto (collectively, the “Scheduled Domain Names”);

WHEREAS, Assignee is desirous of having transferred to it the Scheduled Domain Names and any other domain names used in connection with the Business, as well as the intellectual property and other proprietary rights associated therewith;

WHEREAS, Assignor is the owner of the trademarks, registrations and applications for registration set forth in Schedule C attached hereto (collectively, the “Scheduled Trademarks”);

WHEREAS, Assignee desires to acquire certain trademarks, service marks and other source identifying designations, including but not limited to the Scheduled Trademarks, as successor to the business to which such marks pertain;

WHEREAS, Assignor is the owner of the patents and patent applications set forth in Schedule D attached hereto (hereinafter, the “Scheduled Patents”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the certain inventions, discoveries and improvements associated therewith, including but not limited to the Scheduled Patents, as successor to the business to which such inventions pertain;

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, Assignor agreed to sell, and Assignee agreed to purchase, certain assets of Assignor, as described therein;

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor enter into this Intellectual Property Assignment to transfer to Assignee the Intellectual Property;

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Intellectual Property; and

NOW, THEREFORE, in consideration of the recitals, and the mutual representations, warranties, covenants and agreements set forth in this Agreement, the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement which Assignee has paid in accordance with the Asset Purchase Agreement, and which payment Assignor admits and acknowledges has been made by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Copyright. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest in and to the Scheduled Works together with all copyrights, copyright applications and registrations therefor, including but not limited to the copyright applications and registrations set forth in Schedule A, or other rights which may be granted on or as a result thereof in the United States and any and all other countries;

b. All right, title and interest in and to all other works of authorship created solely by, exclusively for, or otherwise acquired solely by, the Business, including but not limited to all copyrights, copyright applications and registrations therefor, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (collectively, the "Unscheduled Works"); and

c. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Works and/or Unscheduled Works.

2. Transfer and Assignment of Rights in Domain Names. Assignor hereby sells, assigns, transfers and sets over to Assignee:

a. All right, title and interest in and to the Scheduled Domain Names together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries;

b. All right, title and interest in and to all other domain names used solely in connection with the Business, together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (collectively, the "Unscheduled Domain Names"); and

c. The right to sue and collect damages and/or profits for both past and present causes of action related to, the Scheduled Domain Names and/or Unscheduled Domain Names.

3. Assignment of Trademarks. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as all trademark and service mark applications and registrations therefor, and the business to which such Scheduled Trademarks pertain, or other rights which may be granted on or as a result thereof in the United States and any and all other countries;

b. All right, title and interest in and to all other trademarks, service marks or other source identifying designations used solely in connection with the Business, together with the goodwill associated therewith, as well as all trademark and service mark applications and registrations therefor, and the business to which such Unscheduled Trademarks pertain, or other rights which may be granted on or as a result thereof in the United States and any and all other countries; and

c. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks and/or Unscheduled Trademarks.

4. Assignment of Patents. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest in and to the Scheduled Patents together with all inventions, discoveries, know-how, and improvements thereof, and applications related thereto, and any and all continuations, divisions and renewals of and substitutes for said applications, and in, to and under any and all additional patents which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said patents, including but not limited to the patents and patent applications set forth in Schedule D;

b. All right, title and interest in and to all other inventions, discoveries, know-how, and improvements thereof, and patents, registrations and applications related thereto, and any and all continuations, divisions and renewals of and substitutes for said applications, and in, to and under any and all additional patents, registrations or other rights which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said patents created solely by, exclusively for, or otherwise acquired solely by, the Business, including but not limited to all patents, patent applications and registrations therefor (collectively, the "Unscheduled Inventions"); and

c. The right to apply for patents and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Patents and/or Unscheduled Inventions.

5. Assignor, for itself and its successors and assigns, does hereby covenant that Assignor will communicate to Assignee, or to its successors, assigns or nominees, without further compensation to Assignor, all known facts respecting the Intellectual Property, to testify in any legal proceedings, execute and deliver such further instruments or documents, to make all rightful oaths, and generally to do everything reasonably possible to aid Assignee, its successors and assigns or nominees or nominees for its or their own benefit, as may be necessary or may be reasonably requested fully and effectively to convey and transfer to and vest in Assignee, its successors and assigns or nominees, all right, title and interest in and to the Intellectual Property and to obtain and enforce proper protection for the Intellectual Property in any and all countries.

6. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action to register, evidence, perfect and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee. With respect to the Scheduled Domain Names and/or Unscheduled Domain Names and without limiting the foregoing, Assignor shall take all steps necessary to effect the changes in name of registrant by the name change provisions of the applicable domain name registrar.

7. All the terms, covenants and conditions in this Intellectual Property Assignment shall be binding upon Assignor and its successors and assigns and all others acting by, through, with or under its direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

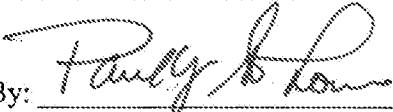
8. Assignor, for itself and its successors and assigns hereby covenants that Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein. The terms of the Asset Purchase Agreement are incorporated herein by reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

[Signature page follows]

In witness whereof, the undersigned have signed this Intellectual Assignment as of the date provided above.

ASSIGNOR:

CUSTOM CARBIDE CORP.

By: 
Name: Paul Y. St. Louis

ASSIGNEE:

BENCHMARK CARBIDE, LLC, a Delaware limited liability company

By: GWS Tool Holdings, LLC, its sole member

By: _____
Name: _____
Its: _____

In witness whereof, the undersigned have signed this Intellectual Assignment as of the date provided above.

ASSIGNOR:

CUSTOM CARBIDE CORP.


By: _____

Name: Paul Y. St. Louis

ASSIGNEE:

BENCHMARK CARBIDE, LLC, a Delaware limited liability company

By: GWS Tool Holdings, LLC, its sole member

By:  _____

Name: BRIAN MILLER

Its: MLL

**SCHEDULE A
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY**

COPYRIGHT

United States Copyright Registrations in the name of CUSTOM CARBIDE CORP.,
a Massachusetts corporation

None.

**SCHEDULE B
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY**

DOMAIN NAMES

Domain Name

Owner

Registrar

Expiration Date

<https://www.benchmarkcarbide.com/>

**SCHEDULE C
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY**

TRADEMARKS

United States Trademark Registrations in the name of CUSTOM CARBIDE CORP.,
a Massachusetts corporation

PYSTL Trademark

Trademark Official Gazette

Case Details

TM 3725 Trademark Official Gazette Jan. 24, 2017
This page was generated on May. 1, 2017 12:35:06 -0400

Reason for Publication

Published for Opposition

Mark Literal(s) PYSTL SERIES



Case Identifiers

Serial Number 87149157 Application Filing Date Aug. 24, 2016 Publication Date Jan. 24, 2017
Mark Type Trademark Register Principal

Mark Information

Standard Character Claim No

Mark Drawing Type 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)

Description of the Mark

The mark consists of the letters "PYSTL series" where "series" exits the bottom of the letter "L". There is also a bullet leaving a vapor trail behind the "PYSTL series" exiting on the right side.

Color(s) Claimed Color is not claimed as a feature of the mark.

Disclaimer "SERIES"

01.15.05 - Smoke; Steam; Vapor

23.03.08 - Bullets; Cannon balls

26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)

Design Search Code(s) 26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal

Goods and Services Information

For Cemented carbide cutting tools

International Class(es)

7 - Primary

US Class(es)

13, 19, 21, 23, 31, 34, 35

Class Status ACTIVE

First Use 2015-1-11

Use in Commerce 2015-1-11

Basis Information

Currently Use Yes

Current Owner(s) Information

Owner Name Custom Carbide Corporation

616 Dwight St Springfield, MASSACHUSETTS

Address 01104

Legal Entity CORPORATION

State or Country Where Organized MASSACHUSETTS

Examining Attorney

Examining Attorney WATTS-FITZGERALD, CAIT



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**SCHEDULE D
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY**

United States Patent Registrations in the name of CUSTOM CARBIDE CORP., a Massachusetts corporation

None.