

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KENNAMETAL INC.		12/01/2015	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	LANDIS SOLUTIONS LLC		
Street Address:	360 S. CHURCH STREET		
City:	WAYNESBORO		
State/Country:	PENNSYLVANIA		
Postal Code:	17268		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3601669	BESTOIL	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7716		
Email:	mturgeon@vedderprice.com, ipdocket@vedderprice.com, acurley@vedderprice.com		
Correspondent Name:	MICHAEL J, TURGEON		
Address Line 1:	222 N. LASALLE STREET		
Address Line 2:	VEDDER PRICE P.C		
Address Line 4:	CHICAGO, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	49127.40.9010		
NAME OF SUBMITTER:	Michael J. Turgeon		
SIGNATURE:	/Michael J. Turgeon/		
DATE SIGNED:	02/21/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), dated December 1, 2015, is made by and between each of the parties under the heading “Assignors” set forth on Schedule 1 attached hereto (collectively, the “Assignors” and each, an “Assignor”), and each of the parties under the heading “Assignees” set forth on Schedule 1 attached hereto (collectively, the “Assignees” and each, an “Assignee”). Unless otherwise indicated, capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in that certain Purchase Agreement, dated as of October 30, 2015 (the “Purchase Agreement”), by and among Kennametal Inc., a Pennsylvania corporation (“Kennametal”) and Madison Industrial Solutions Corporation, a Delaware corporation (“Madison”).

WHEREAS, Kennametal and Madison have entered into the Purchase Agreement, pursuant to which, among other things, Kennametal has agreed to cause the Assignors to sell, convey, assign, transfer and deliver to Madison or its Buyer Designees, and Madison and its Buyer Designees have agreed to purchase, acquire and accept from the Assignors all right, title and interest in and to the Transferred Assets;

WHEREAS, each of the Assignees is a Buyer Designee of Madison;

WHEREAS, the Transferred Assets include all of the Assignors’ right, title and interest in the Target IP, including the Patents and Patent applications listed on Schedule 2 attached hereto, the Trademarks and Trademark applications listed on Schedule 3 attached hereto, and the domain names listed on Schedule 4 attached hereto; and

WHEREAS, in accordance with the Purchase Agreement, the Assignors desire to transfer and assign to the Assignees, and the Assignees desire to accept the transfer and assignment of all of the Assignors’ worldwide right, title and interest in and to the Target IP, including the Patents and Patent applications listed on Schedule 2 attached hereto, the Trademarks and Trademark applications listed on Schedule 3 attached hereto, and the domain names listed on Schedule 4 attached hereto.

NOW, THEREFORE, in exchange for the consideration set forth in the Purchase Agreement and the mutual covenants contained herein and in the Purchase Agreement, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Target IP. Each Assignor does hereby irrevocably and unconditionally transfer and assign to the Assignee whose name is set forth in connection with the Transferred Assets described in this Section 1 (as set forth on Schedule 2 (with respect to Patents and Patent applications), Schedule 3 (with respect to Trademarks and Trademark applications), Schedule 4 (with respect to domain names), and Schedule 5 (with respect to any other Transferred Assets described in this Section 1)), and such Assignee hereby accepts the transfer and assignment of all worldwide right, title and interest in and to, free and clear of all Encumbrances except Permitted Encumbrances:

(a) the Target IP, including all goodwill of the business symbolized or associated therewith;

(b) all Patents and Patent applications listed on Schedule 2 attached hereto, the Trademarks and Trademark applications listed on Schedule 3 attached hereto, and the domain names listed on Schedule 4 attached hereto;

(c) any and all continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions of any patents and patent applications within the Target IP that may hereafter be secured by such Assignee under the laws now or hereafter in effect in the United States or in any other jurisdiction;

(d) all rights of any kind whatsoever of each Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to, or deriving from any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date of this Assignment, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, injury to the associated goodwill, 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, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of such Assignee and its successors, assigns and other legal representatives.

2. Use of Target IP. The foregoing assigned Target IP and related rights are to be held, used and enjoyed by the Assignee(s) to which it is assigned, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held, used and enjoyed by each Assignor had this Assignment not been made.

3. Unassignable IP. If any Assignor has any intellectual property rights in and to the Target IP that cannot be assigned as a matter of law (the "Unassignable IP Rights"), such Assignor hereby grants to each Assignee, as applicable, an exclusive (without reservation), irrevocable, perpetual, worldwide, transferable, fully-paid and royalty-free license, with the right to sublicense through multiple tiers, under the Unassignable IP Rights, to fully utilize the Target IP in any manner without any restriction, and such Assignor hereby unconditionally and irrevocably waives and quitclaims to each Assignee, as applicable, any and all claims and causes of action of any kind against such Assignee, its successors, assigns, and other legal representatives, and its licensees (through multiple tiers) with respect to such rights, and agrees, at such Assignee's request and expense, to consent to and join in any action to enforce such rights. Each Assignor further waives any "moral" rights, or other rights with respect to

attribution of authorship or integrity relating to the Target IP as such Assignor may have under any applicable law under any legal theory.

4. Recordation. Each Assignor authorizes the U.S. Commissioner for Patents and the U.S. Commissioner for Trademarks and any other governmental officials of any patent or trademark office worldwide to record and register this Assignment upon request by the Assignees. Each Assignor shall, from time to time, at the request of any Assignee and without further consideration, but at the expense of and for the benefit of such Assignee and its successors and assigns, execute and deliver all of such instruments of sale, transfer, assignment and conveyance and all such notices, releases, acquittances and other documents, and take such other action, as such Assignee may reasonably request to effectively transfer, assign and convey to, and vest in, such Assignee and to put such Assignee in possession of the Target IP transferred and assigned thereto. Without limiting the foregoing, within three (3) business days following execution of this Assignment, each Assignor will transfer (or accept a request to transfer) the domain names included among the Target IP to an account and/or registrar of Assignee's choosing, unlock such domain names, and provide Assignee with all applicable AUTH CODES.

5. Legal Proceedings. Each Assignor hereby appoints the Assignees and their respective successors and assigns as such Assignor's true and lawful attorneys with full power of substitution, in such Assignor's name and stead but on behalf and for the benefit of the Assignees and their respective successors and assigns, for the limited purpose of prosecuting and maintaining the Target IP before any trademark or patent office worldwide, at the expense of and for the benefit of the Assignee to which such Target IP was transferred and assigned and its successors and assigns, or executing such documents, which such Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Target IP. The dissolution of such Assignor will not work a revocation of the foregoing powers.

6. Additional Documents. Each Assignor hereby agrees to execute any additional documents as may be reasonably necessary to effectuate the transfer of title in and to the Target IP to the applicable Assignee. Each Assignor will further cause its Affiliates to execute any other documents and undertake any other actions necessary to carry out the full intents and purposes of this Agreement and to fully vest all Target IP with the applicable Assignee.

7. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of New York without regard to the conflict of law principles thereof.

8. Amendment and Modifications. This Agreement may be amended, modified or supplemented at any time by the parties hereto, but only by an instrument in writing signed on behalf of the parties.

9. Waiver. At any time, the parties hereto entitled to the benefits of the respective term or provision may waive compliance with any obligation, covenant, agreement or condition contained herein. Any agreement on the part of a party to any such waiver shall be valid only if set forth in an instrument in writing signed on behalf of the party not entitled to the benefits of such waiver. No failure or delay on the part of any party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of such right preclude other or further exercise thereof or any other right

10. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

11. Order of Precedence. 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.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first above written.

KENNAMETAL INC., *as Assignor*

By:



Name: John H. Jacko, Jr.

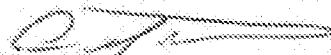
Title: Vice President and Chief Marketing Officer

[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first above written.

LANDIS SOLUTIONS LLC, *as Assignee*

By:



Name: Aaron Van Getson

Title: Vice President, Assistant Secretary and
Assistant Treasurer

[Signature page to Intellectual Property Assignment Agreement]

LANRAC	KTM-469AUS1	United States of America	Registered	Oct 12, 1939	71424480	Aug 20, 1940	380288	Kennametal Inc.	07 in.- TENGENTIAL CHASERS.	Landis Solutions LLC
OSTER	KTM-4710CA1	Canada	Registered	Jul 24, 1928	0142755	Nov 3, 1928	TMDA5154	Kennametal Inc.		Landis Solutions LLC
OSTER	KTM-4710US1	United States of America	Registered	Apr 29, 1988	73725412	Jan 3, 1989	1518622	Kennametal Inc.	04 in.- CUTTING OILS.	Landis Solutions LLC
OSTER	KTM-4710US3	United States of America	Registered	Apr 15, 1908	71034113	Jul 21, 1908	70024	Kennametal Inc.	07 in.- THREAD CUTTING TOOLS, MACHINES AND DEVICES.	Landis Solutions LLC
BESTOIL	KTM-4769US1	United States of America	Registered	Jul 30, 2008	77534474	Apr 7, 2009	3401669	Kennametal Inc.	04 in.- Cutting oil for industrial metal working	Landis Solutions LLC
HYPERROL	KTM-4774BR1	Brazil	Registered	Sep 24, 2009	901971448	Aug 7, 2012	901971448	IDY INDUSTRIES, INC	07 in.- Thread rolling tools, namely, thread rolling machines, thread rolling heads, thread rolling dies, thread rolls, and thread rolling devices.	Landis Solutions LLC
HYPERROL	KTM-4774CA1	Canada	Registered	Sep 24, 2009	1452975	Dec 23, 2010	785969	Kennametal Inc.	07 in.- Thread rolling tools, namely, thread rolling machines, thread rolling heads, thread rolling dies, thread rolls, and thread rolling devices.	Landis Solutions LLC
HYPERROL	KTM-4774EM1	European Union	Registered	Sep 18, 2009	8559809	May 10, 2010	8559809	Kennametal Inc.	07 in.- Thread rolling tools, namely, thread rolling machines, thread rolling heads, thread rolling dies, thread rolls, and thread rolling devices.	Landis Solutions LLC
HYPERROL	KTM-4774MX1	Mexico	Registered	Sep 24, 2009	1086021	Oct 15, 2009	1125943	IDY INDUSTRIES, INC	07 in.- Thread rolling tools, namely, thread rolling machines, thread rolling heads, thread rolling dies, thread rolls, and thread rolling devices.	Landis Solutions LLC
HYPERROL	KTM-4774US1	United States of America	Registered	Mar 24, 2009	77697929	Feb 5, 2010	3746153	Kennametal Inc.	07 in.- Thread rolling tools, namely, thread rolling machines, thread rolling heads, thread rolling dies, thread rolls, and thread rolling devices.	Landis Solutions LLC
LANDIS & Device [Desig	KTM-4865MY1	Malaysia	Registered			May 19, 1992	M21401	Metalworking Products	07 in.- CUTTER HEADS, THREAD CUTTING MACHINES, AND CUTTERS THEREFOR.	Landis Solutions LLC