

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clamp Mfg. Co., Inc.		02/12/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Industrial Magnetics, Inc.		
Street Address:	1385 M-75 South		
City:	Boyne City		
State/Country:	MICHIGAN		
Postal Code:	49712		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2117765	KANT-TWIST	
Registration Number:	2277001		
Registration Number:	3195554	NO-MAR	
CORRESPONDENCE DATA			
Fax Number:	7346621014		
<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:	7346620270		
Email:	docketing@youngbasile.com		
Correspondent Name:	Young Basile Hanlon & MacFarlame, P.C.		
Address Line 1:	3001 West Big Beaver Rd.		
Address Line 2:	Suite 624		
Address Line 4:	Troy, MICHIGAN 48084-3107		
ATTORNEY DOCKET NUMBER:	IMC-169/170/171-TM		
NAME OF SUBMITTER:	Todd L. Moore		
SIGNATURE:	/Todd L. Moore/		
DATE SIGNED:	03/25/2019		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of February 12, 2019 (this "IP Assignment"), is made and entered into by and between CLAMP MFG. CO., INC., a California corporation ("Assignor"), and INDUSTRIAL MAGNETICS, INC., a Michigan corporation ("Assignee"). Capitalized terms used herein but not defined herein shall have the meaning given to such terms in that certain Asset Purchase Agreement, dated as of the date hereof (as amended from time to time, the "Purchase Agreement"), by and among Assignor, Assignee and the other parties thereto.

RECITALS

WHEREAS, Assignor and Assignee have entered into the Purchase Agreement, pursuant to which Assignee has agreed to purchase and accept from Assignor, and Assignor has agreed to sell, assign, transfer and convey to Assignee, all of Assignor's right, title and interest in, to and under the Business Assets, upon the terms and subject to the conditions of the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement and in connection with Assignee's acquisition of the Business Assets, Assignee has agreed to purchase and accept from Assignor, and Assignor has agreed to sell, assign, transfer and convey to Assignee, all of Assignor's entire right, title and interest in, to and under all Intellectual Property included in the Business Assets, including, without limitation, all Intellectual Property set forth on Schedule A hereto (collectively, the "Intellectual Property Assets"); and

WHEREAS, Assignor and Assignee desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery of this IP Assignment, subject to the provisions of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. In accordance with the provisions of the Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Intellectual Property Assets, together with the goodwill of the business symbolized by the trademark registrations listed in Schedule A, for Assignee's own use and behalf, and for the use and behalf 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 IP Assignment and sale had not been made; and the right to file any action and recover damages by reason of past, present or future infringement, misappropriation, dilution or other unauthorized use of said Intellectual Property Assets, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives; and Assignee hereby purchases and accepts the Intellectual Property Assets.

2. Documentation. Assignor hereby agrees to execute, acknowledge and deliver to Assignee all reasonable documents, instruments and agreements as may be necessary to make a record with any Governmental Entities (both foreign and domestic) or third parties of, and to

otherwise more fully confirm, Assignee's ownership of all right, title and interest in, to and under the Intellectual Property Assets, to have and to hold for its proper benefit forever, free and clear of all Liens.

3. Construction. This IP Assignment is subject in all events to the terms and conditions of the Purchase Agreement and shall not in any way alter any of the rights, obligations and responsibilities of any of the parties to the Purchase Agreement. In the event of a conflict between the terms of this IP Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail. This IP Assignment supersedes all pre-existing IP Assignments between the Assignor and Assignee relating to the Purchase Agreement.

4. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof. The parties hereto agree that any disputes which may arise out of this IP Assignment which relate to either party's rights and/or obligations hereunder shall be resolved in accordance with the provisions of the Purchase Agreement.

5. Assignment. Neither this IP Assignment nor any of the rights, interests or obligations under this IP Assignment shall be assigned, in whole or in part, by operation of Law or otherwise, by either party without the prior written consent of the other party, except that Assignee may assign any or all of its rights, interests and obligations under this IP Assignment to any affiliate of Assignee; provided, however, that no such assignment shall relieve Assignee of its obligations hereunder. This IP Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

6. Headings. Titles and headings contained in this IP Assignment are for reference purposes only and shall not affect the meaning or interpretation of this IP Assignment.

7. Amendment. This IP Assignment may be amended by the parties at any time. This IP Assignment may not be amended except by an instrument in writing signed on behalf of each of Assignee and Assignor.

8. Severability. Whenever possible, each provision or portion of any provision of this IP Assignment will be interpreted in such manner as to be effective and valid under applicable Law but if any provision or portion of any provision of this IP Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this IP Assignment will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein, so long as the economic and legal substance of the transactions contemplated hereby are not affected in a manner materially adverse to any party hereto.


9. Counterparts. This IP Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. The exchange of a fully executed IP Assignment (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this IP Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Assignment to be duly executed on as of the first date above written to be effective as of such date.

ASSIGNOR:

CLAMP MFG. CO., INC.

By:

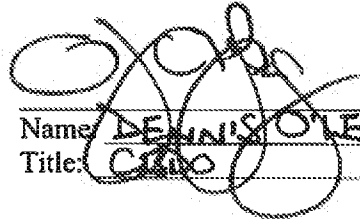


Name: Stephen P. Saurenman
Title: President

ASSIGNEE:

INDUSTRIAL MAGNETICS, INC.

By:


Name: DENNIS O'LEARY
Title: CEO

Schedule A

Intellectual Property Assets

1. clampmfg.com
2. Trademark Registration No. 2117765
3. Trademark Registration No. 2277001
4. Trademark Registration No. 3195554