

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DoAll Company		01/17/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Imperial Blades, LLC		
Street Address:	450 Progress Way		
City:	Sun Prairie		
State/Country:	WISCONSIN		
Postal Code:	53590-9111		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4730066	IMPERIAL	
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>			
Email:	tmadmin@reinhartlaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Heidi R. Thole		
SIGNATURE:	/hrt/		
DATE SIGNED:	03/29/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment and License Agreement ("Agreement") is made as of January 17, 2019 (the "Effective Date") by and between DoAll Company, an Illinois Corporation (hereinafter "DoAll"), and Imperial Blades, LLC, a Wisconsin Limited Liability Company (hereinafter "Imperial Blades").

RECITALS

- A. DoAll owns U.S. Trademark Registration No. 4730066 for the mark IMPERIAL for "Band saw blades" in International Class 007 (the "Trademark").
- B. Imperial Blades has filed a petition to cancel the Trademark (Proceeding No. 92069697) with the U.S. Trademark Trial and Appeal Board (the "Cancellation Proceeding"); and the parties desire to settle and resolve the issues set forth in the Proceeding on the terms and conditions set forth in this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

- Assignment. Upon execution of this Agreement, DoAll does hereby assigns and transfers to Imperial Blades, and its respective successors and assigns, all rights, title and interest in and to the Trademark throughout the world, together with the goodwill symbolized by and associated with the Trademark and: (a) all common law rights in and to the trademark IMPERIAL as used in connection with band saw blades, saws blades and related goods on which the Trademark was used by DoAll or any predecessor, affiliate, subsidiary, parent, or distributor; (b) all rights of any kind whatsoever of DoAll accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; (d) any consent agreement or co-existence agreement entered into between DoAll and any third party; and (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, 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. Upon this assignment, DoAll acknowledges that, as between Imperial Blades and DoAll, Imperial Blades is the owner of all rights, title and interest in and to the Trademark and all goodwill associated with the Trademark.
- Withdrawal of Cancellation Proceeding. Upon execution of this Agreement, Imperial Blades shall file with the U.S. Trademark Trial and Appeal Board a motion to withdraw the Cancellation Proceeding.

4. Cooperation and Maintenance.

(a) DoAll agrees to reasonably cooperate with Imperial Blades in the maintenance, policing and enforcement of Imperial Blades' rights to the Trademark at Imperial Blades' expense; and DoAll shall provide Imperial Blades with such data and specimens showing DoAll's use of the Trademark as may be requested by Imperial Blades.

(b) At Imperial Blades' expense, DoAll shall take such steps and actions, and provide such cooperation and assistance to Imperial Blades and its successors, assigns, and legal representatives, including the execution and delivery of any specimens in DoAll's possession, affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademark to Imperial Blades, or any Imperial Blades or successor thereto. Imperial Blades shall be solely responsible, in its sole discretion, for maintaining, policing and enforcing its rights in and to the Trademark; however, Imperial Blades' failure to obtain federal trademark protection for the Trademark, or prevent other third party infringers from using the Trademark shall not be deemed a breach of this Agreement.

5. Representations and Warranties:

(a) DoAll represents that: (i) it owns the rights in the Trademark assigned to Imperial Blades in this Agreement; (ii) it is assigning to Imperial Blades all of DoAll's rights in and to the Trademark free and clear of any liens, security interest, license or other restriction; and (iii) it has not received any notice of threatened litigation or demand to cease and desist from use of the Trademark and it is not aware of any third party with superior rights in the Trademark to those of DoAll.

(b) Each party hereby represents and warrants that: (i) it has the right and authority to enter into this Agreement and transfer, assign, license or convey its rights to the Trademark as set forth herein respectively; and (ii) it has not executed, nor will execute, any assignments, licenses, employment agreements, consent agreements, co-existence agreements, non-competition agreements, grants of security interests or other agreements, or otherwise entered into any other agreement with any third party, that may limit in any way the effectiveness of the assignment of rights, covenants and releases contained herein.

6. Indemnification. DoAll shall defend, indemnify and hold Imperial Blades harmless against any judgment, damages, liability, loss, cost or other expense (including Imperial Blades' reasonable legal fees) arising from a third party claim brought against Imperial Blades attributable to DoAll's breach of any representation or warranty set forth herein.

7. Miscellaneous.

(a) Governing Law. It is the intention of the parties that internal laws of the State of Wisconsin (excluding its choice of law principles) shall govern the validity of this Agreement.

(b) Expenses. Except as otherwise expressly provided herein, all legal, accounting and other expenses incurred by either of the parties to this Agreement in connection with the transactions contemplated by this Agreement will be borne solely by the party incurring such expenses. Notwithstanding, the prevailing party in a dispute arising from a breach of this Agreement shall be entitled to recover its reasonable and documented attorney fees and costs.

(c) Relationship of the Parties. Nothing in this Agreement shall be construed or interpreted as constituting either party hereto the agent, principal, employee or joint venturer of the other. Each of DoAll and Imperial Blades is an independent contractor. Neither shall assume, either directly or indirectly, any liability of or for the other party. Neither party shall have the authority to bind or obligate the other party nor represent that it has such authority.

(d) Assignability; Binding Effect. DoAll shall not have the right to assign this Agreement without Imperial Blades' prior written consent, which shall not be unreasonably withheld. Subject to the foregoing, the provisions of this Agreement shall be binding on the successors and permitted assigns of each of the respective parties to this Agreement.

(e) Injunction. Imperial Blades and DoAll agree that the remedy at law for any breach of this Agreement will not be adequate and that either party will be entitled to injunctive relief or specific performance in case of any breach.

(f) Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provisions to other persons or circumstances shall be interpreted so as best to reasonably affect the intent of the parties hereto. The parties further agree to replace any such invalid or unenforceable provisions of this Agreement with valid and enforceable provisions that will achieve, to the extent possible, the economic, business and other purposes of the invalid or unenforceable provisions.

(g) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, written or oral, between the parties with respect to such subject matter.

(h) Counterparts. This Agreement may be executed in any number of counterparts and by e-mail, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

(i) Amendment. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound thereby. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provision.

(j) Notices. Whenever any party hereto desires or is required to give any notice, demand or request with respect to this Agreement, each such communication shall be in writing and shall be

effective only if it is delivered by personal service, express courier service with guaranteed next day receipted delivery, charges prepaid, or by e-mail, addressed as follows:

if to DoAll:

Charles M. Thomson
Assistant General Counsel
DoALL Company
1480 South Wolf Road
Wheeling, IL 60090
847-495-6834
cthomson@doall.com

if to Imperial Blades:

Daniel E. Kattman
Reinhart Boerner Van Deuren s.c.
1000 North Water Street
Milwaukee, Wisconsin United States 53202
414-298-8185
dkattman@reinhartlaw.com

With copies to:

Each such communication shall be effective when received by the addressee thereof in the case of personal service, e-mail or, if sent by express courier, within one day after delivery to such courier. Any party may change its address for such communications by giving notice thereof to the other party in conformity with this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first set forth above.

DoAll Company

Imperial Blades, LLC

By: *Charles M. Thomson*

By: _____

Title: *Asst. Gen. Counsel*

Title: _____

Date: *2-28-19*

Date: _____