

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sandvik Intellectual Property AB		10/31/2018	Aktiebolag: SWEDEN
RECEIVING PARTY DATA			
Name:	Heico Ohmite, LLC		
Street Address:	5600 Three First National Plaza		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3612324	MAXCAP	
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:	officeactions@brinksgilson.com		
Correspondent Name:	Brinks Gilson & Lione		
Address Line 1:	P.O. BOX 10395		
Address Line 4:	Chicago, ILLINOIS 60610		
NAME OF SUBMITTER:	Emily T. Kappers		
SIGNATURE:	/Emily T. Kappers/		
DATE SIGNED:	04/09/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of October 31, 2018.

WHEREAS, Sandvik Intellectual Property AB, a Swedish corporation (the "Assignor"), located at SE-811 81 Sandviken, Sweden, is the owner of the MAXCAP trademark, including U.S. Registration No. 3612324, together with the goodwill associated therewith (the "Trademark");

WHEREAS, the Assignor has agreed to sell, assign, transfer, convey and deliver all of the Assignor's right, title and interest in and to the Trademark to Heico Ohmite, LLC, a Delaware limited liability company (the "Assignee"), located at 5600 Three First National Plaza, Chicago, IL 60602, and the Assignee has agreed to purchase, acquire and accept such assignment, on the terms and conditions more particularly set forth in that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among Sandvik Wire & Heating Technology Corp., the Assignee and certain other parties thereto;

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of all of the Assignor's right, title and interest in and to the Trademark to the Assignee.

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, and the Assignee hereby purchases, acquires and accepts from the Assignor, all of the Assignor's right, title and interest, in and to the Trademark, and all of the goodwill of the business associated with the Trademark, and all registrations and pending applications for the Trademark, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Trademark, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications for the Trademark or derived therefrom to the Assignee as assignee of the entire interest therein.
3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement. In the event of any conflict between the terms of this Trademark

Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. Upon reasonable request by the Assignee and at Assignee's expense, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be reasonably required by the Assignee to vest full title in and to the Trademark in the Assignee or which may be necessary to obtain, renew, issue or enforce the Trademark.

5. The terms and provisions of this Trademark Assignment are intended solely for the benefit of the parties hereto and their respective successors and assigns, and it is not the intention of the parties to confer third-party beneficiary rights, and this Trademark Assignment does not confer any such rights, upon any other person. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

6. This Trademark Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

7. All matters relating to or arising out of this Trademark Assignment or the transactions contemplated hereby or thereby (whether sounding in contract, tort or otherwise) shall be governed by and construed in accordance with applicable federal intellectual property laws and the domestic laws of the State of New York.

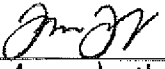
8. Any provision of this Trademark Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Trademark Assignment, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

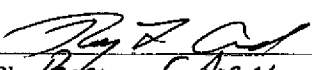
[Signature page follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Sandvik Intellectual Property AB

By: 
Name: Jonas Jorberg, Managing Director

By:  / WITNESS
Name: Bryan F. Ascas
Chief Legal Counsel

ASSIGNEE:

Heico Ohmite, LLC

By: _____
Name: _____

[Signature Page to Trademark Assignment Agreement]

ASSIGNEE:

HEICO OHMITE, LLC

By: 

Name: Steven M. Frediani

Title: Vice President

[Signature Page to Trademark Assignment Agreement]