

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523131

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Illinois Tool Works Inc.		04/01/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NewBold Corporation		
<b>Street Address:</b>	450 Weaver Street		
<b>City:</b>	Rocky Mount		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	24151		
<b>Entity Type:</b>	Corporation: VIRGINIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2570952	NSC NATIONAL SERVICE CENTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5409837711		
<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>			
<b>Phone:</b>	5409837611		
<b>Email:</b>	mhertz@woodsrogers.com		
<b>Correspondent Name:</b>	Michael J. Hertz		
<b>Address Line 1:</b>	10 South Jefferson Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Roanoke, VIRGINIA 24011		
<b>NAME OF SUBMITTER:</b>	Michael J. Hertz		
<b>SIGNATURE:</b>	/Michael J. Hertz/		
<b>DATE SIGNED:</b>	05/10/2019		
<b>Total Attachments: 5</b>			
source=Trademark Assignment - Newbold - Illinois Tool Works#page1.tif			
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OP \$40.00 2570952

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of April 1, 2019 (the "Effective Date") by and between NewBold Corporation, a Virginia corporation, ("Assignee"), and Illinois Tool Works Inc., a Delaware corporation ("Assignor"), pursuant to that certain Asset Purchase Agreement, dated as of March 26, 2019, by and among Assignor and Assignee (the "Purchase Agreement"). Capitalized terms used in this Assignment without definition will have the respective meanings given to them in the Purchase Agreement.

The Purchase Agreement provides, among other things, for the sale by Assignor to Assignee of the Purchased Assets, including the Business Intellectual Property. This Assignment is made and delivered in accordance with the Purchase Agreement to assure the transfer by Assignor to Assignee of the trademark listed on the attached Exhibit A (the "Trademark") without derogating in any way from any separate instruments of transfer that may be delivered by Assignor to Assignee concerning any of the Purchased Assets.

Pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, and Assignee's successors and assigns, all of Assignor's rights, title and interest in, to and under the Trademark, together with their common law rights, goodwill and the business associated with the Trademark, and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements and damages), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

Assignor agrees to execute and deliver to Assignee (at Assignee's sole expense), promptly upon request, any additional documents and perform such additional acts that Assignee may determine are necessary or desirable to record or perfect Assignee's interest in, ownership of or title to the Trademark, to clear any encumbrances on the Trademark or otherwise give full effect to the purposes of this Assignment.

Assignor authorizes and requests any official in the countries or registering organizations listed on the attached Exhibits A whose duty it is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's right, title and interest in and to the Trademark.

Nothing contained in this Assignment will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, including without limitation any of the representations, warranties, covenants and agreements set forth therein, this Assignment being intended only to effect the transfer by Assignor to Assignee of the Trademark. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement will control.

This Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law or choice of law principles, except that

the law of the foreign country or registering organization, as applicable, shall be the governing law with respect to issues relating to the recordation of the interests hereby assigned.

<<SIGNATURES ON NEXT PAGE>>

ILLINOIS TOOL WORKS, INC.

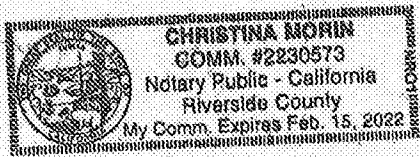
By: [Signature]

Name: Steven Henn  
Title: Group President

STATE OF California )  
 ) ss  
COUNTY OF Riverside )

Subscribed and sworn to before me this 29 day of March, 2019

[Signature]



Notary Public  
County of Riverside  
State of California  
My commission expires Feb 15 2022

NEWBOLD CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public  
County of \_\_\_\_\_  
State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

[Signature Page to Trademark Assignment]

ILLINOIS TOOL WORKS, INC.

By: \_\_\_\_\_  
Name: Steven Henn  
Title: Group President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

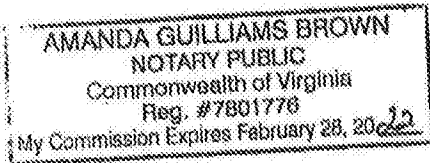
\_\_\_\_\_  
Notary Public  
County of \_\_\_\_\_  
State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

NEWBOLD CORPORATION

By: Keith A. Howen  
Name: Keith G. Howen  
Title: President/CEO

STATE OF Virginia )  
COUNTY OF Franklin ) ss


Subscribed and sworn to before me this 28<sup>th</sup> day of March, 2019.



Amanda Williams Brown  
Notary Public  
County of Franklin  
State of Virginia  
My commission expires 2/28/2022

[Signature Page to Trademark Assignment]

EXHIBIT A

Trademark	Image	Class	Country	AppNo	FileDate	RegNo	RegDate	ExpDate	Status	Owner
NSC NATIONAL SERVICE CENTER & Design		35, 37	United States of America	767106184	10-Aug-2000	2570962	21-May-2002	21-May-2022	Registered	Illinois Tool Works Inc.