

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/29/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAURER AG		05/14/2019	Joint Stock Company: SWITZERLAND
RECEIVING PARTY DATA			
Name:	SAURER INTELLIGENT TECHNOLOGY AG		
Street Address:	Textilstrasse 2 9320		
City:	Arbon		
State/Country:	SWITZERLAND		
Entity Type:	Joint Stock Company: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0362757	ACCOTEX	
Registration Number:	1513334	DAYTEX	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	704-331-1000		
Email:	ear-ptotmcorrespondence@mvalaw.com, ellenrubel@mvalaw.com, iplaw@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	024863.046		
NAME OF SUBMITTER:	Ellen A. Rubel		
SIGNATURE:	/ellenarubel/		
DATE SIGNED:	05/17/2019		
Total Attachments: 4			
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**CONFIRMATORY ASSIGNMENT OF TRADEMARKS
AND ACCOMPANYING GOODWILL**

This CONFIRMATORY ASSIGNMENT (the "Confirmatory Assignment") is made *nunc pro tunc* effective as of the 29th day of June, 2018 (the "Effective Date"), by and between SAURER AG, a joint stock company of Switzerland, whose address is Bleikenstrasse 11 9630 Wattwil Switzerland, (hereinafter the "Assignor"), and SAURER INTELLIGENT TECHNOLOGY AG, a joint stock company of Switzerland, whose address is Textilstrasse 2 9320 Arbon Switzerland, (hereinafter the "Assignee").

WHEREAS, on the Effective Date, Assignor was the owner of all rights, title and interest in and to the trademarks ACCOTEX and DAYTEX in the United States and the registrations therefor in the United States Patent and Trademark Office as more fully set forth on the attached Exhibit A (hereinafter the "Marks"), and the goodwill of the business associated therewith and symbolized thereby, all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefor; and

WHEREAS, under the terms of the Deed of Assignment entered into by and between Assignor and Assignee dated and effective as of June 29, 2018, (the "Deed of Assignment"), Assignor agreed to and on the Effective Date did sell, transfer, convey, assign and deliver to Assignee, among other assets, all rights, title and interest in and to the Marks and all rights appurtenant thereto; and

WHEREAS, the parties are desirous of memorializing in writing the prior assignment of the Marks and all rights appurtenant thereto from Assignor to Assignee;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties:

1. Assignor assigns to Assignee pursuant to the Deed of Assignment effective as of the Effective Date all of its rights, title and interest in and to the Marks, together with all rights appurtenant thereto, including without limitation all common law rights therein, the goodwill of the business connected with the use of and symbolized by said Marks and any and all interests, claims and rights for damages, profits and other awards by reason of any past infringement or unauthorized use of the Marks, false designations of origin, unfair competition, deceptive trade practices, dilution and/or other misappropriation or violation related to the Marks, use of confusingly similar marks or names by others and all other related causes of action, and the right to sue therefor.

2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to effect its transfer effective as of the Effective Date of all of Assignor's rights, title and interest in and to the Marks and all rights appurtenant thereto to Assignee, its successors or assigns.

3. Assignor authorizes the USPTO Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee.

4. The terms of the Deed of Assignment are incorporated herein by reference. The parties hereto acknowledge and agree that the terms of the Deed of Assignment shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Deed of Assignment and the terms hereof, the terms of the Deed of Assignment shall govern.

EXHIBIT A

Mark	Registration No.	Goods/Services
ACCOTEX	362757	ROLL COVERS AND COTS FOR TEXTILE MILL USAGE in International Class 23.
DAYTEX	1513334	TEXTILE MACHINERY PARTS, NAMELY APRONS, COTS, ROLL COVERS AND SHRINKING BLANKETS in International Class 7.

IN WITNESS WHEREOF, the parties have executed this Confirmatory Assignment, through their respective duly authorized representatives, effective as of the Effective Date and executed on the dates set forth below.

SAURER AG,

Assignor

By: 

Name: Christiane Worms Mirko Morgenthum-Neurode

Title: Authorized Signatories

Date: May 14, 2019

SAURER INTELLIGENT TECHNOLOGY AG,

Assignee

By: 

Name: Christiane Worms Hans-Peter Seis

Title: Authorized Signatories

Date: May 14, 2019