

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bimba Manufacturing Company		06/03/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Norgren, Inc.		
Street Address:	5400 South Delaware Street		
City:	Littleton		
State/Country:	COLORADO		
Postal Code:	80120		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1648657	MEAD	
CORRESPONDENCE DATA			
Fax Number:	3122368176		
<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:	3122368500		
Email:	docket@cookalex.com		
Correspondent Name:	Cook Alex Ltd.		
Address Line 1:	200 West Adams Street		
Address Line 2:	Suite 2850		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0410-0230		
NAME OF SUBMITTER:	Laura A. Sorgman		
SIGNATURE:	/Laura A. Sorgman/		
DATE SIGNED:	06/25/2019		
Total Attachments: 3			
source=0410-0230 Mead TM License Agreement Executed June 03 2019#page1.tif			
source=0410-0230 Mead TM License Agreement Executed June 03 2019#page2.tif			
source=0410-0230 Mead TM License Agreement Executed June 03 2019#page3.tif			

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TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is entered into this 3rd day of June 2019, by and between Bimba Manufacturing Company located at 25150 South Governors Highway, University Park, IL 60484 (the "Licensor") and Norgren, Inc. located at 5400 South Delaware Street, Littleton, CO 80120 (the "Licensee").

The parties agree as follows:

1. Rights Granted.

Licensor hereby grants to Licensee, its successors and assigns, a world-wide ("the Territory") non-exclusive, non-transferable, royalty-free license to use the Trademark "Mead" ("the Trademark/Licensed Mark") in connection with manufacturing operations and UL certification.

2. Licensor's Rights and Obligations.

The Licensor will continue to retain all rights of every kind and nature in the Trademark including the right to use the Trademark.

3. Warranty and Indemnification.

3.1 Licensor warrants and represents that:

- (a) it has the full right, power and authority to enter into this Agreement and to grant the rights granted herein;
- (b) it has not previously licensed the Trademark to any third party; and
- (c) that Licensee's use of the Trademark will not violate any rights of any kind or nature whatsoever of any third party.

3.2 Licensor will indemnify and hold harmless Licensee, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fee), arising out of or in any way connected with any breach of any representation or warranty made by Licensor herein.

3.3 Licensee shall indemnify and hold harmless Licensor, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any claim that the Trademark infringes any intellectual property rights or other rights of any third party.

4. Term and Termination.

This Agreement will be effective from the date above written and will continue for a period of five (5) years, unless terminated earlier by either parties.

This Agreement will be subject to termination at the election of Licensor, by written notice to Licensee, where there has been a default in the observance or performance of any material covenant, condition or agreement herein by Licensee, and such default has continued for a period of thirty (30) days after written notice specifying the same will have been given to Licensor.

This Agreement shall be subject to termination at the election of Licensee, by written notice to Licensor, where there has been a default in the due observance or performance of any material covenant, condition or agreement herein by Licensor and such default has continued for a period of thirty (30) days after written notice specifying the same shall have been given to Licensee.

The following will survive any expiration or termination of this Agreement. Upon termination or expiration of this Agreement for any reason, Licensee will immediately cease all use of the Licensed Mark. Licensee further agrees that it will not thereafter readopt or use any the Licensed Mark.

5. Infringement

The Licensee shall immediately notify the Licensor of any infringement of the trademark by third parties that it becomes aware and/or any claims of infringement made by third parties against the Licensee. The Licensor shall have exclusive conduct of any and all proceedings relating to the Trademark and shall decide in its sole discretion what action, if any, to take in respect of any infringement or alleged infringement of the Trademark, or any other claim or counterclaim brought or threatened in respect of the use or registration of the Trademark.

6. Warranty Disclaimer.

Except as expressly specified in Section 3 (Warranty and Indemnification), the Licensed Mark is provided to Licensee "As Is" and without warranty of any type or kind. LICENSOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

7. General Provisions.

This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except by written agreement executed by the parties hereto.

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois Any litigation to enforce or interpret the provisions of this Agreement or the parties' rights or obligations arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the County of Cook County, Illinois and the parties expressly consent to personal jurisdiction in such courts.

The address of each party hereto as set forth above will be the appropriate address for the mailing of notices. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until received. Either party may change their mailing address by written notice to the other.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed the day and year set forth above.

BIMBA MANUFACTURING COMPANY

By: Scott Meldeau

Name: Scott Meldeau

President

NORGREN, INC.

By: Lara Kauchak

Name: Lara Kauchak

Title: Vice President and General Manager