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ETAS ID: TM529538

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE:		NEW ASSIGNMENT	
	NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Weldalloy Pty Ltd		06/27/2019	Corporation:

### **RECEIVING PARTY DATA**

Name:	e: Protective Industries, Inc.	
Street Address:	2150 Elmwood Avenue	
City:	Buffalo	
State/Country:	NEW YORK	
Postal Code:	14207	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	4365349	PIG'S TAIL	

### **CORRESPONDENCE DATA**

**Fax Number:** 5852322152

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.

**Phone:** 585-231-1130

**Email:** jwebster@hselaw.com

Correspondent Name: Jon O. Webster

Address Line 1: 1600 Bausch & Lomb Place
Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	99808.000156
NAME OF SUBMITTER:	Jessica C. Mendola
SIGNATURE:	/Jessica C. Mendola/
DATE SIGNED:	06/27/2019

### **Total Attachments: 3**

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TRADEMARK REEL: 006679 FRAME: 0746

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### INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment Agreement, dated as of June <u>27</u>, 2019 (the "Assignment"), is made by and between Weldalloy Pty Ltd, a corporation established and existing under the laws of Australia ("Assignor") and Protective Industries, Inc., a Delaware corporation having its registered office at 2150 Elmwood Avenue, Buffalo, New York, 14207, USA ("Assignee").

Whereas, pursuant to this Assignment, Assignor desires to assign, convey and transfer, and Assignee desires to receive all of Assignor's legal title to the Assigned IP.

Now, Therefore, in consideration of the mutual promises set forth in this Assignment and for the other good and valuable consideration of one United States Dollar, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Assignment of Assigned IP and the Goodwill Thereto. Assignor hereby assigns, conveys and transfers to Assignee, and Assignee hereby accepts all of Assignor's right, title and interest in and to (i) the Assigned IP and the goodwill thereto and (ii) all benefits, privileges, and rights of ownership to the Assigned IP and the goodwill thereto.
- Cooperation. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other commercially reasonable actions which Assignee, its successors and/or assigns, may reasonably request to effect the terms of this Assignment, including its recordation in relevant state and national trademark offices.
- 3. <u>Due Authorization</u>. Assignor authorizes and requests the Commissioner of Trademarks of the United States and any other official of any applicable governmental authority to (a) record Assignee as assignee and owner of the entire right, title and interest in and to the Assigned IP and (b) issue any and all registrations from any and all applications for registration included in the Assigned IP to and in the name of Assignee.
- Successors and Assigns. This Assignment and all of its provisions shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- Governing Law: Jurisdiction. This Assignment shall be governed in all respects by the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.
- 6. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

{signature page follows}

TRADEMARK REEL: 006679 FRAME: 0747 IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed and delivered as of the date first written above.

Weldalloy Pty Ltd

By:
Name:

Title:

Protective Industries, Inc.

By: Name:

Title: CF

# Schedule A

## **Assigned IP**

# <u>Trademarks</u>

Mark	Country	Registration Date	Registration No.	Class No.
PIG'S TAIL	AU	July 3, 2001	827261	22
WRAPMAN	AU	April 22, 2010	1318724	8
PIG'S TAIL	US	July 9, 2013	4,365,349	17, 22

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