

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ameriflex, Inc.		08/05/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Matthew Warren, Inc.		
Doing Business As:	MW Industries, Inc.		
Street Address:	9501 Technology Blvd., Suite 401		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4286537	CROWN	
Registration Number:	4313605	NINETY-ONE	
Registration Number:	4313604	GRAND	
Registration Number:	3691317	AMERIFLEX, INC.	
Registration Number:	3691316	AMERIFLEX, INC.	
CORRESPONDENCE DATA			
Fax Number:	3175924226		
<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:	3172365882		
Email:	ipdocket@icemiller.com		
Correspondent Name:	Holiday W. Banta		
Address Line 1:	One American Square, Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Holiday W. Banta		
SIGNATURE:	/Holiday W. Banta/		
DATE SIGNED:	09/06/2019		
Total Attachments: 5			

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ASSIGNMENT

1. DEFINITIONS

1.1 **ASSIGNOR** means the party identified in the assignor signature section at the bottom of this assignment.

1.2 **ASSIGNEE** means Matthew Warren, Inc. d/b/a MW Industries, Inc., a corporation of Delaware having a principal place of business at 9501 Technology Blvd, Suite 401, Rosemont, IL, 60018, as well as its successors and/or assigns.

1.3 **MARK** means and includes each and every property identified in the attached Exhibit A that is used as a source designation, including all goodwill and, common law rights, and/or statutory rights in the listed properties.

1.4 **RELATED MARKS** means and includes any and all source designations, including all goodwill, common law rights, and statutory rights therein, incorporating, part of, resulting from, and/or otherwise associated with any source designation listed in Exhibit A.

1.5 **RELATED MARK CASES** means and includes:

a. any and all (whether or not listed in Exhibit A) United States state applications, federal applications, state registrations, federal registrations, common law usage, Trademark Trial and Appeal Board proceedings, other administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit A and/or RELATED MARKS; and

b. any and all (whether or not listed in Exhibit A) non-United States applications, registrations, common law usage, administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit A and/or RELATED MARKS.

1.6 **TRANSFERRED RIGHTS** includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.

1.7 **GEOGRAPHIC SCOPE** means worldwide.

1.8 **EFFECTIVE DATE** means the date when ASSIGNEE acquired ASSIGNOR, August 1, 2018.

2. ASSIGNMENT OF RIGHTS

2.1 **Intellectual Property.** The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the MARK, RELATED MARKS, and RELATED MARK CASES.

2.2 **Consideration.** The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.

2.3 **Right to Claim Priority.** The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the MARK, RELATED MARKS, and RELATED MARK CASES.

2.4 **Infringement, Dilution, and Misappropriation.** The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future causes of action for infringement, dilution, unfair competition, and/or misappropriation of the MARK, RELATED MARKS, and/or RELATED MARK CASES, whether the infringement, dilution, unfair competition, and/or misappropriation is committed and/or the cause of action therefor comes into existence before, during, or after the EFFECTIVE DATE.

2.5 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future remedies for infringement, dilution, unfair competition, and/or misappropriation, including, but not limited to, equitable relief, damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.6 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

4.1 Assignment of Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product protection of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product protection, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product protection of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

6.1 Issue Registration to Assignee. The ASSIGNOR hereby authorizes and requests that any and all

registrations (federal, state, and foreign) concerning the MARK, RELATED MARKS, and/or RELATED MARK CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.2 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

6.3 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the federal and state courts of Indiana located in Marion County in connection with any dispute arising under the assignment.

6.4 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

6.5 Insert Exhibit A Information. If blank in Exhibit A of this assignment, the ASSIGNOR and ASSIGNEE hereby authorize and request the firm of Ice Miller LLP, its successor in interest, or designee, to insert the MARK information, including the application number(s), registration number(s), filing date(s), and/or common law usage information in Exhibit A of this assignment once known.

ASSIGNOR SIGNATURE

IN WITNESS WHEREOF, this Assignment has been duly executed by the below signed Assignor.

Signature:

Virginia Ann Fitzpatrick
Virginia Ann Fitzpatrick

Date:

8-5-19

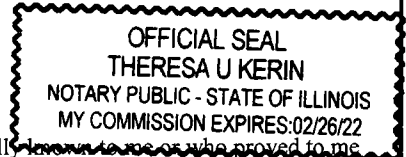
Ameriflex, Inc., 2390 Railroad Street, Corona, CA 92880 (a California corporation)

STATE OF *ILLINOIS*)

COUNTY OF *COOK*) ss:

On this *5th* day of *May*, 2019, there appeared before me

V. Fitzpatrick



personally known to me or who proved to me her/his identification, who stated that s/he is [title] at Ameriflex, Inc., and who acknowledged that s/he signed the foregoing instrument as her/his voluntary act and deed on behalf of Ameriflex, Inc.

My Commission Expires:

2/26/22

Theresa U Kerin

NOTARY PUBLIC

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

Marlene Kober

[name]

[title]

SVP Marketing & Sales

Matthew Warren, Inc. d/b/a MW Industries, Inc.

May 5, 2019.

August

EXHIBIT A

Mark	Goods/Services	Registration Number
CROWN	industrial metal hose for use in transferring gases (Class 6)	U.S. Trademark Registration Serial No. 4,286,537
NINETY-ONE	industrial metal hose for use in transferring gases (Class 6)	U.S. Trademark Registration Serial No. 4,313,605
GRAND	industrial metal hose for use in transferring gases (Class 6)	U.S. Trademark Registration Serial No. 4,313,604
AMERIFLEX, INC. and Design	Metal tubes, metal pipe, industrial metal hose, metal expansion joints for use in aircraft and automobiles, ultra high vacuum components, namely, conflats, and assemblies for conflats, metal flanges, metal tube ends, metal tube fittings, metal braided hose, elbows for metal pipes, metal clamps, grease nipples, crosses and metal pipe fittings (Class 6) and Metal bellows, stainless steel bellows, and valve bellows for machines, bellows assemblies for machines, flexible coupling bellows assemblies for machines, and ultra high vacuum bellows (Class 7)	U.S. Trademark Registration Serial No. 3,691,317
AMERIFLEX, INC.	Metal tubes, metal pipe, industrial metal hose, metal expansion joints for use in aircraft and automobiles, ultra high vacuum components, namely, conflats, and assemblies for conflats, metal flanges, metal tube ends, metal tube fittings, metal braided hose, elbows for metal pipes, metal clamps, grease nipples, crosses and metal pipe fittings (Class 6)	U.S. Trademark Registration Serial No. 3,691,316