

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kennametal Tricon Metals & Services, Inc.		12/01/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Tricon Wear Solutions LLC		
Street Address:	2700 5th Avenue South		
City:	Irondale		
State/Country:	ALABAMA		
Postal Code:	35210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1506789	TRICON SUPER C	
Registration Number:	1451766	TRICON SUPER X	
Registration Number:	0978006	TRI-BRAZE	
Registration Number:	0978005	TRICON	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 2:	Vedder Price P.C.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	49125.409005		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	11/08/2019		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), dated December 1, 2015, is made by and between each of the parties under the heading “Assignors” set forth on Schedule 1 attached hereto (collectively, the “Assignors” and each, an “Assignor”), and each of the parties under the heading “Assignees” set forth on Schedule 1 attached hereto (collectively, the “Assignees” and each, an “Assignee”). Unless otherwise indicated, capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in that certain Purchase Agreement, dated as of October 30, 2015 (the “Purchase Agreement”), by and among Kennametal Inc., a Pennsylvania corporation (“Kennametal”) and Madison Industrial Solutions Corporation, a Delaware corporation (“Madison”).

WHEREAS, Kennametal and Madison have entered into the Purchase Agreement, pursuant to which, among other things, Kennametal has agreed to cause the Assignors to sell, convey, assign, transfer and deliver to Madison or its Buyer Designees, and Madison and its Buyer Designees have agreed to purchase, acquire and accept from the Assignors all right, title and interest in and to the Transferred Assets;

WHEREAS, each of the Assignees is a Buyer Designee of Madison;

WHEREAS, the Transferred Assets include all of the Assignors’ right, title and interest in the Target IP, including the Patents and Patent applications listed on Schedule 2 attached hereto, the Trademarks and Trademark applications listed on Schedule 3 attached hereto, and the domain names listed on Schedule 4 attached hereto; and

WHEREAS, in accordance with the Purchase Agreement, the Assignors desire to transfer and assign to the Assignees, and the Assignees desire to accept the transfer and assignment of all of the Assignors’ worldwide right, title and interest in and to the Target IP, including the Patents and Patent applications listed on Schedule 2 attached hereto, the Trademarks and Trademark applications listed on Schedule 3 attached hereto, and the domain names listed on Schedule 4 attached hereto.

NOW, THEREFORE, in exchange for the consideration set forth in the Purchase Agreement and the mutual covenants contained herein and in the Purchase Agreement, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Target IP. Each Assignor does hereby irrevocably and unconditionally transfer and assign to the Assignee whose name is set forth in connection with the Transferred Assets described in this Section 1 (as set forth on Schedule 2 (with respect to Patents and Patent applications), Schedule 3 (with respect to Trademarks and Trademark applications), Schedule 4 (with respect to domain names), and Schedule 5 (with respect to any other Transferred Assets described in this Section 1)), and such Assignee hereby accepts the transfer and assignment of all worldwide right, title and interest in and to, free and clear of all Encumbrances except Permitted Encumbrances:

(a) the Target IP, including all goodwill of the business symbolized or associated therewith;

(b) all Patents and Patent applications listed on Schedule 2 attached hereto, the Trademarks and Trademark applications listed on Schedule 3 attached hereto, and the domain names listed on Schedule 4 attached hereto;

(c) any and all continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions of any patents and patent applications within the Target IP that may hereafter be secured by such Assignee under the laws now or hereafter in effect in the United States or in any other jurisdiction;

(d) all rights of any kind whatsoever of each Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to, or deriving from any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date of this Assignment, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, injury to the associated goodwill, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of such Assignee and its successors, assigns and other legal representatives.

2. Use of Target IP. The foregoing assigned Target IP and related rights are to be held, used and enjoyed by the Assignee(s) to which it is assigned, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held, used and enjoyed by each Assignor had this Assignment not been made.

3. Unassignable IP. If any Assignor has any intellectual property rights in and to the Target IP that cannot be assigned as a matter of law (the "Unassignable IP Rights"), such Assignor hereby grants to each Assignee, as applicable, an exclusive (without reservation), irrevocable, perpetual, worldwide, transferable, fully-paid and royalty-free license, with the right to sublicense through multiple tiers, under the Unassignable IP Rights, to fully utilize the Target IP in any manner without any restriction, and such Assignor hereby unconditionally and irrevocably waives and quitclaims to each Assignee, as applicable, any and all claims and causes of action of any kind against such Assignee, its successors, assigns, and other legal representatives, and its licensees (through multiple tiers) with respect to such rights, and agrees, at such Assignee's request and expense, to consent to and join in any action to enforce such rights. Each Assignor further waives any "moral" rights, or other rights with respect to

attribution of authorship or integrity relating to the Target IP as such Assignor may have under any applicable law under any legal theory.

4. Recordation. Each Assignor authorizes the U.S. Commissioner for Patents and the U.S. Commissioner for Trademarks and any other governmental officials of any patent or trademark office worldwide to record and register this Assignment upon request by the Assignees. Each Assignor shall, from time to time, at the request of any Assignee and without further consideration, but at the expense of and for the benefit of such Assignee and its successors and assigns, execute and deliver all of such instruments of sale, transfer, assignment and conveyance and all such notices, releases, acquittances and other documents, and take such other action, as such Assignee may reasonably request to effectively transfer, assign and convey to, and vest in, such Assignee and to put such Assignee in possession of the Target IP transferred and assigned thereto. Without limiting the foregoing, within three (3) business days following execution of this Assignment, each Assignor will transfer (or accept a request to transfer) the domain names included among the Target IP to an account and/or registrar of Assignee's choosing, unlock such domain names, and provide Assignee with all applicable AUTH CODES.

5. Legal Proceedings. Each Assignor hereby appoints the Assignees and their respective successors and assigns as such Assignor's true and lawful attorneys with full power of substitution, in such Assignor's name and stead but on behalf and for the benefit of the Assignees and their respective successors and assigns, for the limited purpose of prosecuting and maintaining the Target IP before any trademark or patent office worldwide, at the expense of and for the benefit of the Assignee to which such Target IP was transferred and assigned and its successors and assigns, or executing such documents, which such Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Target IP. The dissolution of such Assignor will not work a revocation of the foregoing powers.

6. Additional Documents. Each Assignor hereby agrees to execute any additional documents as may be reasonably necessary to effectuate the transfer of title in and to the Target IP to the applicable Assignee. Each Assignor will further cause its Affiliates to execute any other documents and undertake any other actions necessary to carry out the full intents and purposes of this Agreement and to fully vest all Target IP with the applicable Assignee.

7. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of New York without regard to the conflict of law principles thereof.

8. Amendment and Modifications. This Agreement may be amended, modified or supplemented at any time by the parties hereto, but only by an instrument in writing signed on behalf of the parties.

9. Waiver. At any time, the parties hereto entitled to the benefits of the respective term or provision may waive compliance with any obligation, covenant, agreement or condition contained herein. Any agreement on the part of a party to any such waiver shall be valid only if set forth in an instrument in writing signed on behalf of the party not entitled to the benefits of such waiver. No failure or delay on the part of any party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of such right preclude other or further exercise thereof or any other right

10. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

11. Order of Precedence. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first above written.

KENNAMETAL TRICON METALS & SERVICES, INC.,
as Assignor

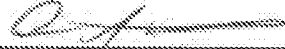
By: Michelle R. Keating
Name: Michelle R. Keating
Title: Assistant Secretary

[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first above written.

TRICON WEAR SOLUTIONS LLC, *as Assignee*

By:



Name: Aaron Van Getson

Title: Vice President, Assistant Secretary and
Assistant Treasurer

[Signature page to Intellectual Property Assignment Agreement]

MARK	FILE NUMBER	COUNTRY NAME	STATUS	DATE FILED	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	OWNER	ASSIGNEE
TRICON SUPER C	ATM-828AU1	Australia	Registered	Dec 17, 1998	781310	Dec 17, 1998	781310	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON SUPER C	ATM-828CA1	Canada	Registered	Dec 17, 1998	899596	Oct 18, 2000	TMA534961	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON SUPER C	ATM-828ID1	Indonesia	Registered	Feb 12, 2009	R002008004701	Feb 13, 2009	IDM000193147	Kennametal Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON SUPER C	ATM-828MX1	Mexico	Registered	Jan 4, 1999	358914	Mar 24, 1999	603065	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON SUPER C	ATM-828SG1	Singapore	Registered	Dec 18, 1998	12583198	Dec 18, 1998	T98125831	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON SUPER C	ATM-828TH1	Thailand	Registered	Dec 28, 1998	377455	May 1, 2000	Kor112455	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON SUPER C	ATM-828US1	United States of America	Registered	Nov 23, 1987	73696929	Oct 4, 1988	1506789	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON SUPER X	ATM-829US1	United States of America	Registered	Oct 14, 1986	73625086	Aug 11, 1987	1451766	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRI-BRAZE	ATM-831AU1	Australia	Registered	Dec 17, 1998	781309	Dec 17, 1998	781309	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRI-BRAZE	ATM-831CA1	Canada	Registered	Dec 17, 1998	899595	Oct 18, 2000	TMA534960	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRI-BRAZE	ATM-831ID1	Indonesia	Registered	Feb 12, 2009	R002008004699	Feb 13, 2009	IDM000193145	Kennametal Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRI-BRAZE	ATM-831MX1	Mexico	Registered	Jan 4, 1999	358913	Feb 25, 1999	602111	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRI-BRAZE	ATM-831US1	United States of America	Registered	Dec 20, 1972	72444282	Feb 5, 1974	0978006	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON	ATM-832AU1	Australia	Registered	Dec 17, 1998	781307	Dec 17, 1998	781307	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON	ATM-832CA1	Canada	Registered	Dec 17, 1998	899593	Oct 18, 2000	TMA534985	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON	ATM-832ID1	Indonesia	Registered	Feb 12, 2009	R002008004702	Feb 13, 2009	IDM000193148	Kennametal Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON	ATM-832MX1	Mexico	Registered	Jan 4, 1999	358912	Mar 24, 1999	603064	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON	ATM-832SG1	Singapore	Registered	Dec 18, 1998	T9812582	Dec 18, 1998	T9812582	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON	ATM-832TH1	Thailand	Registered	Dec 28, 1998	377452	Mar 3, 2000	Kor109490	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRILDY	ATM-835US1	United States of America	Registered	Dec 20, 1972	72444277	Feb 5, 1974	0978002	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON & TRIANGULAR DEVICE	ATM-837AU1	Australia	Registered	Dec 17, 1998	781308	Dec 17, 1998	781308	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON & TRIANGULAR DEVICE	ATM-837CA1	Canada	Registered	Dec 17, 1998	899594	Oct 18, 2000	TMA534986	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON & TRIANGULAR DEVICE	ATM-837ID1	Indonesia	Registered	Feb 12, 2009	R002008004700	Feb 13, 2009	IDM000193146	Kennametal Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON & TRIANGULAR DEVICE	ATM-837MX1	Mexico	Registered	Jan 4, 1999	358911	Mar 30, 1999	604982	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON & TRIANGULAR DEVICE	ATM-837SG1	Singapore	Registered	Jan 12, 1999	24699	Jan 12, 1999	T99002469	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
TRICON & TRIANGULAR DEVICE	ATM-837TH1	Thailand	Registered	Dec 28, 1998	377453	Mar 3, 2000	Kor109489	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC

TRICON & TRIANGULAR DEVICE	ATM-837US1	United States of America	Registered	Dec 20, 1972	72444280	Feb 5, 1974	0978005	Tricon Metals & Services, Inc.	Tricon Wear Solutions LLC
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RECORDED: 11/08/2019