

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IWG High Performance Conductors, Inc.		07/01/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	High Performance Conductors LLC		
Street Address:	1570 Campton Road		
City:	Inman		
State/Country:	SOUTH CAROLINA		
Postal Code:	29349		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88217824	TENSILE-FLEX	
Serial Number:	88217817	CS-95	
Serial Number:	88217841	HPC-35EF	
Serial Number:	88217851	HPC-80EF	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Aislinn Toohey c/o Willkie Farr & Gallag		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	126372.00001 AT		
NAME OF SUBMITTER:	Aislinn Toohey		
SIGNATURE:	/Aislinn Toohey/		
DATE SIGNED:	11/14/2019		
Total Attachments: 5			
source=Project Cable - TM Assignment to Plated#page1.tif			

CH \$115.00 88217824

source=Project Cable - TM Assignment to Plated#page2.tif
source=Project Cable - TM Assignment to Plated#page3.tif
source=Project Cable - TM Assignment to Plated#page4.tif
source=Project Cable - TM Assignment to Plated#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), effective as of July 1, 2019, is made by IWG High Performance Conductors, Inc. (“**Assignor**”), a New York corporation, located at 12 Masonic Avenue, Camden, NY 13316, in favor of High Performance Conductors LLC (“**Assignee**”), a Delaware limited liability company, located at 1570 Campton Road, Inman, SC 29349.

WHEREAS, under the terms of the Contribution and Assumption Agreement between Assignee and Assignor, dated as of the date hereof (the “**Contribution Agreement**”), Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor; and

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

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

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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, 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.

2. Recordation and Further Actions. Following the date hereof, at Assignee’s expense, Assignor shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which

reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

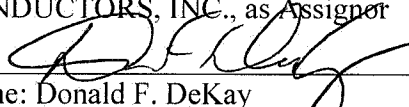
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

IWG HIGH PERFORMANCE
CONDUCTORS, INC., as Assignor

By: 
Name: Donald F. DeKay
Title: Senior Vice President, Chief Financial
Officer and Secretary

AGREED TO AND ACCEPTED:

HIGH PERFORMANCE CONDUCTORS
LLC, as Assignee

By: _____
Name: Gregory J. Smith
Title: Chief Executive Officer and President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006795 FRAME: 0882

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

IWG HIGH PERFORMANCE
CONDUCTORS, INC., as Assignor

By: _____
Name: Donald F. DeKay
Title: Senior Vice President, Chief Financial
Officer and Secretary

AGREED TO AND ACCEPTED:

HIGH PERFORMANCE CONDUCTORS
LLC, as Assignee

By:  _____
Name: Gregory J. Smith
Title: Chief Executive Officer and President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006795 FRAME: 0883

SCHEDULE 1

Assigned Trademarks

Mark	Jurisdiction	Application Number	Application Date
TENSILE-FLEX	U.S.	88/217,824	12/5/2018
CS-95	U.S.	88/217,817	12/5/2018
HPC-35EF	U.S.	88/217,841	12/5/2018
HPC-80EF	U.S.	88/217,851	12/5/2018