

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550009

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JSJ Corporation		11/19/2019	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dake Corporation		
<b>Street Address:</b>	724 Robins Road		
<b>City:</b>	Grand Haven		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49471-2603		
<b>Entity Type:</b>	Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0623389	DAKE	
<b>Registration Number:</b>	0745395	DAKE	
<b>Registration Number:</b>	1112997	DAKE	
<b>Registration Number:</b>	2690763	DAKE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6169881736		
<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>			
<b>Phone:</b>	616-831-1736		
<b>Email:</b>	petersonl@millerjohnson.com		
<b>Correspondent Name:</b>	Brittany R. Harden		
<b>Address Line 1:</b>	45 Ottawa Ave. SW, Suite 1100		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49503		
<b>ATTORNEY DOCKET NUMBER:</b>	39354-2		
<b>NAME OF SUBMITTER:</b>	Brittany R. Harden		
<b>SIGNATURE:</b>	/Brittany R. Harden/		
<b>DATE SIGNED:</b>	11/19/2019		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**IP Assignment**”), dated as of November 19, 2019, is made by and between JSJ Corporation, a Michigan corporation (“**JSJ**”) and Dake Corporation, a Michigan corporation (“**Dake**”), in connection with Dake’s sale of certain assets to Laguna Tools, Inc., a California corporation (“**Laguna**”), pursuant to that certain Asset Purchase Agreement to be dated on or about November 20, 2019, by and between Laguna, Dake and JSJ (the “**Asset Purchase Agreement**”).

**WHEREAS**, under the terms of the Asset Purchase Agreement, Dake will convey, transfer, and assign to Laguna, among other assets, certain intellectual property of Dake, and as a condition thereof, JSJ, as sole shareholder of Dake, has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JSJ hereby irrevocably conveys, transfers, and assigns to Dake, and Dake hereby accepts, all of JSJ’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the trademarks set forth on Schedule 1 hereto, including, without limitation, all registrations, applications, renewals and common law rights of any kind associated therewith (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of JSJ 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. JSJ hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Dake. Following the date hereof, upon Dake’s reasonable request, JSJ shall take such steps and actions, and provide such cooperation and assistance to Dake 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

reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Dake, or any assignee or successor thereto.

3. Counterparts. This IP 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 IP 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 IP Assignment.

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

5. Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the date first above written.

**DAKE:**

**DAKE CORPORATION**, a Michigan corporation

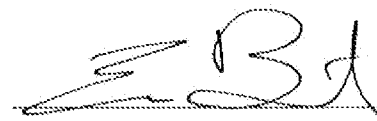
By: 

Name: ERIK BOONSTRA

Title: VICE PRESIDENT

**JSJ:**

**JSJ CORPORATION**, a Michigan corporation

By: 

Name: ERIK BOONSTRA

Title: VICE PRESIDENT

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Serial #</b>	<b>Date of Application</b>	<b>Registration #</b>	<b>Date of Registration</b>	<b>Owner of Record</b>
DAKE	71675547	October 27, 1954	0623389	March 20, 1956	JSJ Corporation
DAKE	72136207	January 22, 1962	0745395	February 19, 1963	JSJ Corporation
DAKE	73106627	November 15, 1976	1112997	February 13, 1979	JSJ Corporation
DAKE	76414491	June 3, 2002	2690763	February 25, 2003	JSJ Corporation