

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552213

<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>
Long-Lok Fasteners Corporation		12/03/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Long-Lok, LLC		
<b>Street Address:</b>	6625 Iron Horse Boulevard		
<b>City:</b>	North Richland Hills		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76180		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0666468	"LONG-LOK "	
<b>Registration Number:</b>	0751921	T-SERT	
<b>Registration Number:</b>	0748985	DYNA-THRED	
<b>Registration Number:</b>	0726887	LL	
<b>Registration Number:</b>	0927141	POLY-LOK	
<b>Registration Number:</b>	4295270	OMNI-LOK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	817-878-3571		
<b>Email:</b>	leslie.darby@khh.com		
<b>Correspondent Name:</b>	Leslie M. Darby		
<b>Address Line 1:</b>	201 Main Street, Suite 2500		
<b>Address Line 4:</b>	Fort Worth, TEXAS 76102		
<b>ATTORNEY DOCKET NUMBER:</b>	10085.0121		
<b>NAME OF SUBMITTER:</b>	Leslie M. Darby		
<b>SIGNATURE:</b>	/Leslie M. Darby/		
<b>DATE SIGNED:</b>	12/06/2019		

CH \$165.00 0666468

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), entered into as of this 4th day of December 2019, is made by Long-Lok Fasteners Corporation, a Delaware corporation (“Company”), in favor of Long-Lok, LLC, a Delaware limited liability company (“Purchaser”), the purchaser of certain assets of the Company pursuant to the Asset Purchase Agreement, of even date herewith, between Purchaser and the Company (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, the Company has conveyed, contributed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of the Company, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

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

(a) the patents and patent applications set forth on Schedule 1 hereto and all divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other government-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models). (the “Patents”);

(b) the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

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

(d) 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

(e) 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. The Company hereby authorizes the Commissioner for Patents and 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 Purchaser. Following the date hereof, upon Purchaser’s reasonable request, and at Purchaser’s sole cost and expense, the Company shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Company and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. 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.

5. 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.

6. 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 Company has duly executed and delivered this IP Assignment as of the date first above written.

**LONG-LOK FASTENERS CORPORATION**

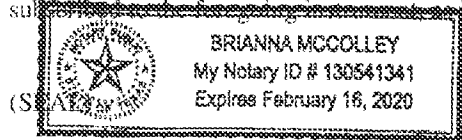
By: \_\_\_\_\_  
Name: James D. Bennett  
Title: Vice President  
Address for Notices:  
c/o First Lexington Corporation  
14755 Preston Road Ste 520  
Dallas, TX 75254-9139



STATE OF Texas  
COUNTY OF Dallas

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)SS.  
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This instrument was acknowledged before me on the 3<sup>rd</sup> day of December, 2019 by James D. Bennett, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, as Vice President of Long-Lok Fasteners Corporation.



\_\_\_\_\_  
Printed Name: Brianna McColley  
Title (and Rank): Notary Public

Commission number: 130541341  
My Commission Expires: 02/16/2020

AGREED TO AND ACCEPTED:

**LONG-LOK, LLC**

By: \_\_\_\_\_  
Name: Bryan D. Perkins  
Title: President  
Address for Notices:  
c/o Novaria Holdings, LLC  
6625 Iron Horse Boulevard  
North Richland Hills, Texas 76180

STATE OF TEXAS  
COUNTY OF TARRANT

)  
)SS.  
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This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Bryan D. Perkins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, as President of Long-Lok, LLC.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**SCHEDULE 2****ASSIGNED TRADEMARK REGISTRATIONS****Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
LON-LOK	Australia	198557	11/16/1965
POLY-LOK	Australia	250567	7/30/1971
T-SERT	Canada	TMA134976	3/20/1964
POLY-LOK	Canada	TMA189227	3/9/1973
STRIP-LOCK	Canada	TMA134416	1/31/1964
LONG-LOK	Canada	TMA134417	1/31/1964
DYNA-THRED	Canada	TMA137006	8/21/1964
DYNA-THRED	European Union (Community)	7513443	1/12/2009
T-SERT	European Union (Community)	7513501	1/12/2009

POLY-LOK	European Union (Community)	3559424	4/19/2005
LONG-LOK	European Union (Community)	3559416	5/13/2005
POLY LOK	France	N 1693145	9/13/1991
DYNA-THRED	Italy	1051921	8/8/2003
T-SERT	Italy	1547515	9/9/2003
POLY-LOK	Italy	362016000021911	4/14/1976
LONG-LOK	Japan	1300535	9/19/1977 (subsequently cancelled)
POLYLOK IN ROMAN AND KATAKANA CHARACTERS	Japan	1976510	8/19/1987
DYNA-THRED	Japan	2213490	2/23/1990
LONG-LOK & DEVICE	Korea, Republic of	40-1451433	2/26/2019
POLY-LOK	Korea, Republic of	40-1451434	2/26/2019



DYNA-THRED	Korea, Republic of	40-1451435	2/26/2019
TEK-LOK	Korea, Republic of	40-1451436	2/26/2019
LONG-LOK	United Kingdom	922111	3/6/1968
POLY-LOK	United Kingdom	978563	7/30/1971
DYNA-THRED	United Kingdom	851027	7/1/1963
"LONG-LOK "	United States of America	0666468	9/2/1958
T-SERT	United States of America	0751921	7/2/1963
DYNA-THRED	United States of America	0748985	5/7/1963
LL AND DESIGN	United States of America	0726887	1/30/1962
DUAL-LOK	United States of America	1394642	5/27/1986 (cancelled 9/28/2017)
TEK-LOK	United States of America	1566735	11/21/1989 (cancelled 12/15/2000)
POLY-LOK	United States of America	0927141	1/18/1972

OMNI-LOK	United States of America	4295270	2/26/2013
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