

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sheaves, Inc.		12/24/2019	Corporation: NEVADA
Process Sheaves, LLC		12/24/2019	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Loos & Co., Inc.		
Street Address:	16B Mashamoquet Rd		
City:	Pomfret Center		
State/Country:	CONNECTICUT		
Postal Code:	06259		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5266533	STRONGMAN SHEAVES	
Registration Number:	4984251	STRONGMAN SHEAVES	
Registration Number:	4864426	Q SHEAVES	
Registration Number:	4835091	Q SHEAVES	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	5616535000		
Email:	ip@akerman.com		
Correspondent Name:	Peter A. Chiabotti		
Address Line 1:	777 S. Flagler Drive		
Address Line 2:	Suite 1100, West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	(0363175)		
NAME OF SUBMITTER:	Peter A. Chiabotti		
SIGNATURE:	/Peter A. Chiabotti/		
DATE SIGNED:	01/30/2020		

CH \$115.00 5266533

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is entered into as of December 24, 2019, by and among SHEAVES, INC., a Nevada corporation (“Sheaves”), PROCESS SHEAVES, LLC, a Connecticut limited liability company (“Process Sheaves” and together with Sheaves, the “Seller”), and LOOS & CO., INC., a Delaware corporation (the “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Seller and the Buyer have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which, the Seller has conveyed, transferred, and assigned to the Buyer, among other assets, certain intellectual property of the Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto hereby agree as follows:

AGREEMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably conveys, transfers, and assigns to the Buyer, and the Buyer hereby accepts, all of the Seller’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 issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Assigned Patents”);

(b) the trademark registrations and applications set forth on Schedule 2 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 Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, and applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “Assigned Copyrights”);

(d) all rights of any kind whatsoever of the Seller 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 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, 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 Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Buyer. Following the date hereof, upon the Buyer's reasonable request, and at the Buyer's sole cost and expense, the Seller shall take such steps and actions, and provide such cooperation and assistance to the Buyer 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 IP to the Buyer, or any assignee or successor thereto.

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

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 Connecticut, without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction).


6. 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.

[Signature Page Follows]


IN WITNESS WHEREOF, the undersigned have cause this Agreement to be duly executed as of the date first written above.

SELLERS:

SHEAVES, INC.

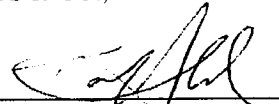
By: 
Name: STEWART WATSON
Title: PRESIDENT

PROCESS SHEAVES LLC

By: 
Name: STEWART WATSON
Title: PRESIDENT

BUYER:

LOOS & CO., INC.

By: 
Name: TOM HANNEWALD
Title: DIRECTOR & VICE PRESIDENT

[Signature Page to IP Assignment]



SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent Applications and Patents

Title	Office	Patent No.	Issue Date	Maintenance
Sheave and sheave system	US	7,614,611	Nov. 10, 2009	May 10, 2021
Sheave and sheave system	US	App. 12/567,331	Abandoned	Abandoned
Sheave and sheave system		App. PCT/US2009/041341	Expired	Expired
Sheave and sheave system	US	9,428,370	Aug. 30, 2016	Mar. 2, 2020

SCHEDULE 2
 ASSIGNED TRADEMARK REGISTRATION AND APPLICATIONS

Trademark Applications and Registrations

Mark	Office	No.	Dates	Goods/Services	Renewal
	US	5266533	Reg: Aug. 15, 2017	IC 6: metal sheaves, metal pulleys.	Aug. 15, 2023
STRONGMAN SHEAVES	US	4984251	Reg: Jun. 21, 2016	IC 6: metal sheaves, metal pulleys.	Jun. 21, 2022
	US	4864426	Reg: Dec. 1, 2015	IC 6: metal sheaves, metal pulleys.	Dec. 1, 2021
Q SHEAVES	US	4835091	Reg: Oct. 20, 2015	IC 6: metal sheaves, metal pulleys.	Oct. 20, 2021

SCHEDULE 3
ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.