

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORTH AMERICAN TOOL COMPANY		01/31/2020	Corporation:
RECEIVING PARTY DATA			
Name:	NATC LLC		
Street Address:	850 New Burton Road, Suite 201		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19904		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2175015	SMART CUT	
Registration Number:	2518291	CARB-I-SERT	
CORRESPONDENCE DATA			
Fax Number:	4079267720		
<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:	407-926-7714		
Email:	ecipparone@bwsmiplaw.com		
Correspondent Name:	Erica M. Cipparone		
Address Line 1:	Beusse Wolter Sanks & Maire, PLLC		
Address Line 2:	390 N. Orange, Ave., Suite 2500		
Address Line 4:	Orlando, FLORIDA 32801		
ATTORNEY DOCKET NUMBER:	16223-001		
NAME OF SUBMITTER:	Erica M. Cipparone		
SIGNATURE:	/Erica M. Cipparone/		
DATE SIGNED:	03/12/2020		
Total Attachments: 11			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment is entered into as of January 31, 2020, by and among ALLEN BENJAMIN, INC., an Illinois corporation ("Allen"), NORTH AMERICAN TOOL CORPORATION, an Illinois corporation ("NATC"), GLOBAL SPECIALTY SOLUTIONS, INC., an Illinois corporation ("GSS" and with Allen and NATC, each an "Assignor" and collectively, the "Assignors"), and NATC LLC, a Delaware limited liability company ("Assignee"). Assignors and Assignee, among others, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Asset Purchase Agreement"). Defined terms used in this Agreement and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Assignors are the owner of copyrights in the works of authorship, applications for registration and registrations set forth in Schedule A attached hereto (hereinafter, the "Scheduled Works");

WHEREAS, Assignee desires to acquire all right, title and interest in and to the certain works of authorship and copyrights associated therewith including, but not limited to, the Scheduled Works, as successor to the business to which such works of authorship and copyrights pertain;

WHEREAS, Assignors have acquired certain rights in the Internet domain names identified in Schedule B attached hereto (collectively, the "Scheduled Domain Names") and THE social media accounts identified in Schedule B attached hereto (collectively, the "Scheduled Social Media Accounts");

WHEREAS, Assignee is desirous of having transferred to it the Scheduled Domain Names, the Scheduled Social Media Accounts and any other domain names and social media accounts used in connection with the Business, as well as the intellectual property and other proprietary rights associated therewith;

WHEREAS, Assignors are the owners of the trademarks, registrations and applications for registration set forth in Schedule C attached hereto (collectively, the "Scheduled Trademarks");

WHEREAS, Assignee desires to acquire certain trademarks, service marks and other source identifying designations including, but not limited to, the Scheduled Trademarks, as successor to the business to which such marks pertain;

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, Assignors agreed to sell, and Assignee agreed to purchase, certain assets of Assignors, as described therein;

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignors enter into this Intellectual Property Assignment to transfer to Assignee the Intellectual Property Assets; and

WHEREAS, Assignee desires to purchase or acquire all of Assignors' right, title and interest in and to the Intellectual Property Assets;

NOW, THEREFORE, in consideration of the recitals and the mutual representations, warranties, covenants and agreements set forth in this Agreement, the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement which Assignee has paid in accordance with the Asset Purchase Agreement, and which payment Assignors admit and acknowledge has been made by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Copyright. Assignors hereby sell, assign, transfer and set over to Assignee, and Assignee hereby accepts from Assignors:

a. All right, title and interest in and to the Scheduled Works together with all copyrights, copyright applications and registrations therefor including, but not limited to, the copyright applications and registrations set forth in Schedule A, or other rights which may be granted on or as a result thereof in the United States and any and all other countries;

b. All right, title and interest in and to all other works of authorship created solely by, exclusively for, or otherwise acquired solely by, the Business including, but not limited to, all copyrights, copyright applications and registrations therefor, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (collectively, the "Unscheduled Works"); and

c. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Works and/or Unscheduled Works.

2. Transfer and Assignment of Rights in Domain Names. Assignors hereby sell, assign, transfer and set over to Assignee:

a. All right, title and interest in and to the Scheduled Domain Names and the Scheduled Social Media Accounts together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries;

b. All right, title and interest in and to all other domain names and social media accounts used solely in connection with the Business, together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (collectively, the "Unscheduled Domain Names"); and

c. The right to sue and collect damages and/or profits for both past and present causes of action related to the Scheduled Domain Names, the Scheduled Social Media Accounts and/or the Unscheduled Domain Names.

3. Assignment of Trademarks. Assignors hereby sell, assign, transfer and set over to Assignee, and Assignee hereby accepts from Assignors:

a. All right, title and interest in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as all trademark and service mark applications and registrations therefor, and the business to which such Scheduled Trademarks pertain, or other rights which may be granted on or as a result thereof in the United States and any and all other countries;

b. All right, title and interest in and to all other trademarks, service marks or other source identifying designations used solely in connection with the Business, together with the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (collectively, the "Unscheduled Trademarks"); and

c. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks and/or Unscheduled Trademarks.

4. Assignment of Patents. Assignors hereby sell, assign, transfer and set over to Assignee, and Assignee hereby accepts from Assignors:

a. All right, title and interest in and to all inventions, discoveries, know-how, and improvements thereof, and patents, registrations and applications related thereto, and any and all continuations, divisions and renewals of and substitutes for said applications, and in, to and under any and all additional patents, registrations or other rights which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said patents created solely by, exclusively for, or otherwise acquired solely by, the Business, including but not limited to all patents, patent applications and registrations therefor (collectively, the "Unscheduled Inventions"); and

b. The right to apply for patents and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Unscheduled Inventions.

5. Assignors, for themselves and their successors and assigns, do hereby covenant that Assignors will communicate to Assignee, or to its successors, assigns or nominees, without further compensation to Assignors, all known facts respecting the Intellectual Property Assets, testify in any legal proceedings, execute and deliver such further instruments or documents, make all rightful oaths, and generally do everything reasonably possible to aid Assignee, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested fully and effectively to convey and transfer to and vest in Assignee, its successors and assigns or nominees, all right, title and interest in and to the Intellectual Property Assets and to obtain and enforce proper protection for the Intellectual Property Assets in any and all countries.

6. Assignors shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action to register, evidence, perfect and/or exercise the rights conveyed hereunder, as may be reasonably requested by

Assignee. With respect to the Scheduled Domain Names and/or Unscheduled Domain Names and without limiting the foregoing, Assignors shall take all steps necessary to effect the changes in name of registrant by the name change provisions of the applicable domain name registrar.

7. All the terms, covenants and conditions in this Intellectual Property Assignment shall be binding upon Assignors and their successors and assigns and all others acting by, through, with or under its direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

8. Assignors, for themselves and their successors and assigns, hereby covenant that Assignors have not executed and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein. The terms of the Asset Purchase Agreement are incorporated herein by reference. Assignors and Assignee acknowledge and agree that 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.

[Signature page follows]

Signature Page to Assignment of Intellectual Property

In witness whereof, the undersigned have signed this Intellectual Assignment as of the date provided above.

ASSIGNORS:

ALLEN BENJAMIN, INC.

By: G. Curtis Lansbery
Name: G. Curtis Lansbery
Its: President

**NORTH AMERICAN TOOL
CORPORATION**

By: G. Curtis Lansbery
Name: G. Curtis Lansbery
Its: President

**GLOBAL SPECIALTY SOLUTIONS,
INC.**

By: G. Curtis Lansbery
Name: G. Curtis Lansbery
Its: President

Signature Page to Assignment of Intellectual Property

ASSIGNEE:

NATC LLC

By: 

Name: Richard McIntyre

Its: President

SCHEDULE A

SCHEDULED COPYRIGHTS

Copyright No.	Reg. Date	Title of Work	Owner
TX0001912833	1986-09-22	SPECIAL TAPS AND DIES	North American Tool Corporation

- Software Programs:
 1. Thread Tapp App™
 2. Tap Hole Size Calculator™

SCHEDULE B

SCHEDULED DOMAIN NAMES

Domain Name	Owner	Registrar	Expiration Date
allenbenjamin.com	North American Tool Corporation	Network Solutions, LLC	December 11, 2021
globalspecialtysolutions.com	North American Tool Corporation	Network Solutions, LLC	April 16, 2021
globalspecialtysolutions.net	North American Tool Corporation	Network Solutions, LLC	April 16, 2021
natool.com	North American Tool Corporation	Network Solutions, LLC	May 7, 2021
natool.net	North American Tool Corporation	Network Solutions, LLC	October 18, 2021
natool.site	North American Tool Corporation	Network Solutions, LLC	September 7, 2020
threadtapapp.com	North American Tool Corporation	Network Solutions, LLC	September 6, 2021



SCHEDULED SOCIAL MEDIA ACCOUNTS

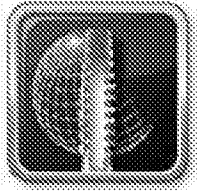
Account URL	Owner
www.linkedin.com/company/northamericantool	North American Tool Corporation
www.instagram.com/northamericantool/	North American Tool Corporation
twitter.com/SpecialTaps	North American Tool Corporation
www.facebook.com/NorthAmericanTool	North American Tool Corporation

SCHEDULE C

SCHEDULED TRADEMARKS

Registered Marks:

Trademark	Status/Key Dates	Full Goods/Services	Owner
SMART CUT RN: 2175015 SN: 75318615	Renewed: July 21, 2018 Filed: July 2, 1997 Registered: July 21, 1998	(Int'l Class: 04) high performance metal working fluids for tapping and drilling	North American Tool Corporation
CARB-I-SERT RN: 2518291 SN: 75791462	Renewed: December 11, 2011 Filed: September 2, 1999 Registered: December 11, 2001	(Int'l Class: 07) power operated tools, namely taps	North American Tool Corporation
GROUP UNITED AN INNOVATIVE APPROACH and Design  RN: 3816816 SN: 77793046	Renewed: August 15, 2015 Filed: July 30, 2009 Registered: July 13, 2010	(Int'l Class: 35) manufacturer representatives in the field of industrial products	Global Specialty Solutions, Inc.
GLOBAL SPECIALTY SOLUTIONS INC. and Design  RN: 3830423 SN: 77771030	Renewed: January 28, 2016 Filed: June 30, 2009 Registered: August 10, 2010	(Int'l Class: 35) business administration and management	Global Specialty Solutions Inc.

Trademark	Status/Key Dates	Full Goods/Services	Owner
<p>THREAD TAP APP</p> <p>RN: 4315081 SN: 85627240</p>	<p>Supplemental Register</p> <p>Renewed: September 4, 2018</p> <p>Filed: May 16, 2012</p> <p>Registered: April 2, 2013</p>	<p>(Int'l Class: 09) computer software as a feature of computers and handheld mobile digital devices for searching product in a virtual catalog, finding and reviewing product information and pricing, reviewing engineering data and technical information, obtaining quotes on products and video conferencing capabilities</p>	<p>Global Specialty Solutions, Inc., Aka North American Tool</p>
 <p>RN: 4391948 SN: 85825932</p>	<p>Renewal Due: <u>February 27, 2020</u></p> <p>Registered: August 27, 2013</p> <p>Filed: January 17, 2013</p>	<p>(Int'l Class: 09) computer application software as a feature of computers and handheld mobile digital devices for searching product in a virtual catalog, finding and reviewing product information and pricing, reviewing engineering data and technical information, obtaining quotes on products and video conferencing capabilities</p>	<p>Global Specialty Solutions, Inc.</p>

Unregistered Marks:

- North American Tool Corporation
- North American Tool



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- Allen Benjamin



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- Global Specialty Solutions

- Global Specialty Solutions Inc.