

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEALWELD CORPORATION		02/01/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	KMG Industrial Lubricants Canada, Inc.		
Street Address:	666 BURRARD STREET		
Internal Address:	SUITE 1700, PARK PLACE		
City:	VANCOUVER, BRITISH COLUMBIA		
State/Country:	CANADA		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	87189434	CHAMELEON SEAL	
Serial Number:	87189421	GRIZZLY SEAL	
Serial Number:	87189937	SEALVALVE	
Serial Number:	75213870	SEALWELD	
Serial Number:	87189442	SEALWELD	
Serial Number:	87189409	VALVEPRO	
Serial Number:	87189402	FLOW WOLF	
Serial Number:	87189392	ACTIV-8	
Serial Number:	87189379	SUPERGUN	
Serial Number:	87189370	UNI-SEAL	
Serial Number:	87189363	MONGOOSE	
Serial Number:	87189352	AUSCILLATER	
Serial Number:	87219660	TOTAL-LUBE #911	
Serial Number:	87219669	EQUA-LUBE EIGHTY	
Serial Number:	87219680	VALVE CLEANER PLUS	
CORRESPONDENCE DATA			
Fax Number:	8013281707		
<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>			

OP \$390.00 87189434

Email: reller@wnlaw.com, docketing@wnlaw.com
Correspondent Name: Workman Nydegger/John C. Stringham
Address Line 1: 60 East South Temple #1000
Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER: John C. Stringham

SIGNATURE: /John C. Stringham/

DATE SIGNED: 03/10/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “Agreement”) is effective as of February 1, 2017 (the “Effective Date”), by and among SEALWELD CORPORATION, a company organized and existing under the laws of the Province of Alberta, Canada, and its affiliates (collectively, “Assignor”), and KMG INDUSTRIAL LUBRICANTS CANADA, INC., a company organized and existing under the laws of the Province of British Columbia, Canada (“Assignee”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated January 31, 2017, by and among (i) KMG Chemicals, Inc, a Texas corporation, Assignee, and KMG Electronic Chemicals Luxembourg Holdings S.a.r.l., a société à responsabilité limitée organized under the laws of Luxembourg (collectively, the “Purchasers”), (ii) Assignor, Chisholm Asset Corporation, a corporation organized under the laws of the Province of Alberta, Canada and Sealweld Corporation (FZE), a corporation organized under the laws of the Sharjah Airport International Free Zone, United Arab Emirates (collectively, the “Sellers”), and (iii) Dean Chisholm (“Shareholder”), in his individual capacity (the “Purchase Agreement”), Assignor agrees to assign, transfer and convey all of Assignor’s right, title and interest in and to all of Assignor’s Intellectual Property, including the Seller Technology and the Seller Intellectual Property;

WHEREAS, Assignor is the owner of all right, title and interest in and to the purchased Intellectual Property, including its rights in and to any licensed Intellectual Property and further including, but not limited to, the Seller Intellectual Property listed in Schedule A; and

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and the Asset Purchase Agreement and intending to be legally bound hereby, Assignor and Assignee hereby acknowledge receipt of this and other valuable consideration and hereby agree as follows:

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will control.

2. Assignor hereby assigns, transfers, grants, conveys and delivers to Assignee, its successors, assigns or other legal representatives, all of its right, title and interest in and to the Seller Technology and the Seller Intellectual Property possessed by Assignor, including:

- a. its trademarks, trade names, trade dress, and logos (the “Marks”) as well as all applications and registrations therefor, including those listed in Schedule A, together with the goodwill of the business in connection with which the Marks are used, and including the subject matter of all claims which may be obtained therefrom, together with all claims for damages by reason of past, present or

future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same;

- b. its copyrights and copyrightable works, including those listed in Schedule A;
- c. its domain name registrations, including those listed in Schedule A; and
- d. its patent rights, including inventions and applications embodying the same, and all continuation, divisional, and continuation-in-part applications claiming priority thereto, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions of the foregoing, and all applications for patents, utility models, inventors' certificates, and designs, or other industrial property protection, which may hereafter be filed with respect to said invention in any country or countries other than the United States, along with the right to file such applications and the right to claim priority to any corresponding application under any international or other applicable law, and all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto.

3. Assignee is to hold all right, title and interest in and to the Seller Technology and Seller Intellectual Property as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment herein not been made.

- a. Assignor shall not contest, nor assist any third party in contesting, Assignee's ownership of the Seller Technology or the Seller Intellectual Property, including in any claim, action, arbitration, suit, inquiry or proceeding.
- b. Assignor shall not contest the validity or enforceability of Assignee's ownership of the Seller Technology or the Seller Intellectual Property, nor assist any third party in doing so.

4. Assignor hereby further covenants and agrees that it will, without additional consideration, communicate to the Assignee, its successors, legal representatives and assigns, any facts known to each respecting the invention, take such further actions, make all rightful oaths and execute promptly such further documents, including for any continuing, reissue, or foreign application, all as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Seller Technology and the Seller Intellectual Property in Assignee or its successors, legal representatives, and assigns in all countries.

5. Assignor hereby authorizes Assignee to request the relevant government entity or agency to record Assignee as the assignee and owner of the entire right, title and interest

in and to each of the Seller Technology and the Seller Intellectual Property, for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith. Assignor agrees that it shall complete and submit the relevant documentation and paperwork with the appropriate domain name registrar, and authorizes Assignee to do the same on its behalf, in order to effectuate this assignment with respect to its domain names.

6. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without regard to the principles of conflicts of laws thereof), and any disputes arising herefrom including enforcement of this Agreement will be heard only by the state or federal courts of the State of Texas. The parties hereby waive any right to object to (i) the personal jurisdiction or venue of such courts, and (ii) that such courts are an inconvenient forum.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

SEALWELD CORPORATION

By: *Andrea Arcant*
Name: ANDREA ARCANT
Title: PRESIDENT

KMG INDUSTRIAL LUBRICANTS CANADA, INC.


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

SEALWELD CORPORATION

By: _____
Name: Andrea Arient
Title: President

KMG INDUSTRIAL LUBRICANTS CANADA, INC.

By:  _____
Name: Christopher T. Fraser
Title: President and Chief Executive Officer

SCHEDULE A

Domain Names

Domain Name	Type	Service Provider	Renewal Date	Description
sealweld.com	Website	Network Solution	September 16, 2019	Sealweld Main Website Domain (Private Registration)
sealweld.ca	Website DNS	easyDNS	December 28, 2018	DNS Hosting - Redirect to sealweld.com
sealweld.ae	Website DNS	easyDNS	November 26, 2108	DNS Hosting - Redirect to sealweld.com
sealweld.net	ValvePro Test Server	Network Solution	September 10, 2021	ValvePro Test Server Domain Name
sealweld.info	ValvePro Test Server	Network Solution	June 28, 2017	Web Forwarding to sealweld.net
valvepro.com	Website	Media Temple	June 8, 2017	ValePro Introduction Website Domain
valvepro.net	Website	Network Solution	September 20, 2019	ValePro Training Website
office.sealweld.com	Remote Access	GoDaddy	March 8, 2018	SSL Certificate - On-Premise Application
mailbox.sealweld.com	Webmail	GoDaddy	December 8, 2019	SSL Certificate - On Premise Application
sps.com	SharePoint	Internal Use	N/A	On-Premise SharePoint for Enterprise Content & Document Management
corp.sealweld.com	Domain Control	Internal Use	N/A	Internal Domain Control

Marks

Trademark	Application No./ Registration No.	Application Date / Registration Date	Country	Case Status
CHAMELEON SEAL	87/189434	9/30/2016	United States of America	Pending

Trademark	Application No./ Registration No.	Application Date / Registration Date	Country	Case Status
CHAMELEON SEAL	1807139	10/31/2016	Canada	Pending
GRIZZLY SEAL	87/189421	9/30/2016	United States of America	Pending
GRIZZLY SEAL	1807186	10/31/2016	Canada	Pending
SEALVALVE	87/189937	9/30/2016	United States of America	Pending
SEALVALVE	1807276	11/1/2016	Canada	Pending
SEALWELD	831104 TMA486456	12/9/1996 11/28/1997	Canada	Registered
SEALWELD	75/213870 2142260	12/16/1996 3/10/1998	United States of America	Registered
SEALWELD	87/189442	9/30/2016	United States of America	Pending
SEALWELD	1807322	11/1/2016	Canada	Pending
VALVEPRO	87/189409	9/30/2016	United States of America	Pending
VALVEPRO	1033880 TMA544005	10/27/1999 4/23/2001	Canada	Registered
VALVEPRO	1263215 TMA674851	6/30/2005 10/13/2006	Canada	Registered
FLOW WOLF	87/189402	9/30/2016	United States of America	Pending
FLOW WOLF	1807210	10/31/2016	Canada	Pending
ACTIV-8	87/189392	9/30/2016	United States of America	Pending

Trademark	Application No./ Registration No.	Application Date / Registration Date	Country	Case Status
ACTIV-8	642986	9/18/1989	Canada	Registered
	TMA385718	6/14/1991		
SUPERGUN	87/189379	9/30/2016	United States of America	Pending
SUPERGUN	1807211	10/31/2016	Canada	Pending
UNI-SEAL	87/189370	9/30/2016	United States of America	Pending
UNI-SEAL	1807212	10/31/2016	Canada	Pending
MONGOOSE	87/189363	9/30/2016	United States of America	Pending
MONGOOSE	1807213	10/31/2016	Canada	Pending
AUSCILLATER	87/189352	9/30/2016	United States of America	Pending
AUSCILLATER	1807216	10/31/2016	Canada	Pending
TOTAL-LUBE #911	87/219660	10/28/2016	United States of America	Pending
TOTAL-LUBE #911	1807868	10/31/2016	Canada	Pending
SEALEX	598485	2/17/1989	Canada	Registered
	TMA351686	1/7/1988		
EQUA-LUBE 80	87/219669	10/28/2016	United States of America	Pending
EQUA-LUBE 80	1808089	10/31/2016	Canada	Pending
VALVE CLEANER PLUS	87/219680	10/28/2016	United States of America	Pending
VALVE CLEANER PLUS	1807986	10/31/2016	Canada	Pending

Intellectual Property Licenses

Title	Application No.	Application Date	Country	Case Status
	Registration No.	Registration Date		
ZEROMAX	87/189975	9/30/2016	United States of America	Pending

License of the “Mongoose” intellectual property from Dean Chisholm and Safe Effective Technologies, Inc. (as assignee of Lee A. Krywitsky), including:

Title	Application No. / Registration No.	Application Date / Registration Date	Country	Case Status
Valve Sealing Method	61/921,285	12/27/2013	United States of America	Expired
Safety Closures and Pumping Systems	14/577453	12/19/2014	United States of America	Pending
Safety Closures And Pumping Systems	PCT/IB2014/003275	12/22/2014	Patent Cooperation Treaty	Expired at end of life
Safety Closures And Pumping Systems	2935075	12/22/2014	Canada	Pending
Safety Closures And Pumping Systems	201480076533.6	12/22/2014	China	Pending
Safety Closures And Pumping Systems	14889257.3	12/22/2014	European Patent Office	Pending
Safety Closures And Pumping Systems	MX/a/2016/008533	12/22/2014	Mexico	Pending
Safety Closures And Pumping Systems	1601003835	12/22/2014	Thailand	Pending
Safety Closures And Pumping Systems	201617024930	12/22/2014	India	Pending