

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L & M Engineering Co.		11/01/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	WINDHAM ENGINEERING, LLC		
Street Address:	6280 Technology Drive		
City:	Pensacola		
State/Country:	FLORIDA		
Postal Code:	32505		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3762248	DEXTER-LAWSON	
CORRESPONDENCE DATA			
Fax Number:	3122220818		
<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:	312.222.5794		
Email:	jhbrown@michaelbest.com		
Correspondent Name:	Jeffrey H. Brown		
Address Line 1:	Michael Best & Friedrich LLP		
Address Line 2:	444 W. Lake Street, Suite 3200		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	025842-9001-001		
NAME OF SUBMITTER:	Jeffrey H. Brown		
SIGNATURE:	/jeffrey h brown/		
DATE SIGNED:	03/23/2020		
Total Attachments: 2			
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ASSIGNMENT OF INTANGIBLES

This Assignment of Intangibles (the "Assignment") is made and entered into as of November 1, 2019 (the "Effective Date"), by and between L & M Engineering Co., an Illinois corporation doing business in the State of Florida as DHP Mfg., Bindery Equipment & Supply Co. ("Assignor") and Windham Engineering, LLC, a Florida limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated November 1, 2019 (the "Asset Purchase Agreement"), pursuant to which Assignor is selling to Assignee certain assets and properties of Assignor constituting the light manufacturing business known as "DHP Bindery Equipment & Supply" (the "Business").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to any and all intangible property owned and used by Assignor in the Business (the "Subject Assets"), including but not limited to:

- a. all customer contracts and agreements;
- b. all customer work-orders or quotes;
- c. all manufacturing process documentation;
- d. all intellectual property, including but not limited to inventions, patents, patents pending, knowhow, methods, trademarks, trade names, internet domain names (including <http://www.dhpwebstore.com>);
- e. the customer list;
- f. the name "DHP Bindery Equipment & Supply";
- g. all vendor agreements;
- h. the phone number 850-465-0263;
- i. all accounts receivables; and
- j. all work-in-process;
- k. any and all payments received from Best Graphics - D under Quote #:LQ100219 including payments received by Assignor prior to date hereof;
- l. goodwill;
- m. software and related licenses (to the extent such items are assignable or to the extent the necessary thirty-party consents to such assignment are obtained upon reasonable request of Assignor).

2. Assignor covenants with Assignee and Assignee's heirs, personal representatives, successors and assigns that the Assignor is the lawful owner of the Subject Assets; that they are free from all encumbrances; that Assignor has good right to sell and transfer the Subject Assets; and that Assignor will warrant and defend the sale and transfer of said Subject Assets hereby made to Assignee, and Assignee's heirs, personal representatives, successors and assigns, against

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the lawful claims and demands of all persons whomsoever.

3. This Assignment has been executed in accordance with and pursuant to the terms of the Asset Purchase Agreement. Nothing in this Assignment shall be deemed to amend or modify any provision of the Asset Purchase Agreement, or to expand, limit or alter any representations and warranties, or disclaimers of representations and warranties, set forth therein. In the event of any inconsistency between the terms of this Assignment and the terms of the Sale Agreement, the terms of the Sale Agreement will control. Unless otherwise defined herein, initially capitalized terms used herein shall have the same meaning and definition as set forth in the Asset Purchase Agreement.

4. In the event of any litigation between Assignor and Assignee arising out of this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and costs.

5. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of parties hereto.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

L & M Engineering Co.

By: 

Printed Name: _____

Its: President

ASSIGNEE:

Windham Engineering, LLC

By: 

Matthew J. Windham

Its: Manager