

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Val Products, Inc.		09/30/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Valco Industries, Inc.		
Street Address:	2710 Division Highway		
City:	New Holland		
State/Country:	PENNSYLVANIA		
Postal Code:	17557		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6002199	VALLORBS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6085612424		
Email:	erogden@ogs.law		
Correspondent Name:	Erin R. Ogden		
Address Line 1:	505 S. Rosa Rd., Suite 225		
Address Line 2:	PO Box 45116		
Address Line 4:	Madison, WISCONSIN 53744		
NAME OF SUBMITTER:	Erin R. Ogden		
SIGNATURE:	/Erin R. Ogden/		
DATE SIGNED:	04/24/2020		
Total Attachments: 2			
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OP \$40.00 6002199

ACKNOWLEDGEMENT OF TRADEMARK ASSIGNMENT

This Acknowledgement of Trademark Assignment ("**Assignment**") is effective as of APRIL 23 2020 acknowledging an agreement previously executed by and between Val Companies, Inc. ("**Seller**") and Valco Industries, Inc. ("**Val Inc.**") (collectively, the "**Parties**") as it relates to the trademarks as owned by Val Products, Inc. ("**Val Products**").

WHEREAS, Val Products adopted, and is the owner of the following trademark:

Mark	USPTO Registration Number
VALLORBS	88572789

and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (collectively, the "**Trademark**");

WHEREAS, Seller through use by its wholly owned subsidiaries, including but not limited to Val Products has acquired goodwill associated with and symbolized by the Trademark and did not abandon same;

WHEREAS, the Parties entered into an Asset Purchase Agreement (the "**APA**") which transferred numerous assets owned by Seller, including the Trademark and equity in Val Products, including the Trademarks, to Val Inc.;

NOW THEREFORE, the Parties hereby agree as follows:

1. Pursuant to the terms of the APA, and to effectuate a frictionless assignment of the Trademark in the United States Patent and Trademark Office database, the undersigned on behalf of Val Inc. acknowledges and represents that:

a. the Parties entered into the APA on September 30, 2019, which transferred numerous assets owned by Seller, including the Trademark and equity in Val Products, including the Trademarks, to Val Inc.

b. The APA includes the following two provisions:

i. All of the Seller's Intellectual Property and intangible assets used or useful in the operation of the acquired Business, including, without limitation, to the extent their transfer is permitted by law, all governmental licenses, permits, approvals and license applications, websites and domain names, telephone numbers, software licenses, training materials, franchise or distributorship agreements, and all

proprietary rights, intellectual property rights, copyrights, patents, trademarks, trade names and service marks (including the names "Valco", "VAL-CO", "Val Products", "Vallorbs", "Vallorbs Jewel", "Val India", "Shanghai Val", "Valco BV" and any variation or derivation thereof) and all of the goodwill and going concern value of the Business (collectively, the "Business Intangibles");

ii. Seller's equity in its wholly-owned Subsidiaries, Val Products and Vallorbs, and Subsidiaries' equity interests in Shanghai Val, Val India, Val NZ and Valco BV.

c. The APA therefore conveys, transfers and assigns to Val Inc. and to Val Inc.'s successors, assigns and legal representatives, all of Seller's and Val Products' right, title and interest throughout the world in and to (a) the Trademark and related federal registrations, if any, and (b) all the goodwill of that portion of Val Products business symbolized by the Trademark, together with (i) all income and royalties hereafter due or payable to Val Products with respect to the Trademarks' (ii) all damages and payments for past or future infringements and misappropriations of the Trademarks; and (iii) all rights to sue for past, present and future infringements or misappropriations of the Trademark, all for Seller's and Val Product's use and enjoyment (including, without limitation, the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Trademark, and including any priority right that may have arisen from Val Product's use of the Trademark or prior ownership of the federal registration of the Trademark, if any).

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first set forth above.

VALCO INDUSTRIES, INC.:

By: 
Philip E. Risser, President