

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM597476

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Noble Company		02/08/2016	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Noble Manufacturing, LLC		
<b>Street Address:</b>	7300 Enterprise Drive		
<b>City:</b>	Spring Lake		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49456		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4709548	VALUESEAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6169578196		
<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>			
<b>Phone:</b>	616-949-9610		
<b>Email:</b>	ptomail@priceheneveld.com		
<b>Correspondent Name:</b>	Terry S. Callaghan/Price Heneveld LLP		
<b>Address Line 1:</b>	695 Kenmoor SE, PO Box 2567		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49501		
<b>ATTORNEY DOCKET NUMBER:</b>	NOB001 T317		
<b>NAME OF SUBMITTER:</b>	Terry S. Callaghan		
<b>SIGNATURE:</b>	/Terry S. Callaghan/		
<b>DATE SIGNED:</b>	09/14/2020		
<b>Total Attachments: 6</b>			
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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment Agreement (the "Trademark Assignment") dated as of February 8, 2016, is made by Noble Company, a Michigan corporation having an address of 7300 Enterprise Drive, Spring Lake, MI ("Assignor") to Noble Manufacturing, LLC, a Delaware limited liability company having an address of 4520 Richmond Road, Cleveland, OH ("Assignee").

WHEREAS, Assignor, Assignee, Noble Manufacturing Company, a Michigan corporation and wholly owned subsidiary of Assignor, and others are parties to the Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement") providing for the execution and delivery of this Trademark Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignor, among other assets, all of Assignor's intellectual property, and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks set forth on Schedule I attached hereto, whether registered or unregistered, and all applications, registrations, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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 Assurances. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. 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 Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

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

6. Governing Law. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR

NOBLE COMPANY

By:  \_\_\_\_\_

Name: Paul S. Kik, Sr  
Title: President

ASSIGNEE

NOBLE MANUFACTURING, LLC

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR

NOBLE COMPANY

By: \_\_\_\_\_

Name:

Title:

ASSIGNEE

NOBLE MANUFACTURING, LLC




By:  \_\_\_\_\_

Name: *JAN H. OUTCALT JR.*


Title: *Chairman*

**SCHEDULE I**

**Trademark Registrations:**

<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Filing Date</b>	<b>Reg. No./ App. No.</b>	<b>Status</b>
PROBASE	U.S.	Noble Company	15-Jan-09	3,738,012	Registered
FIREFIGHTER	U.S.	Noble Company	5-Aug-04	2,996,849	Registered
NOBURST	U.S.	Noble Company	12-Nov-82	1,366,106	Registered
NOBLESEAL	U.S.	Noble Company	22-Mar-84	1,328,502	Registered
CHLORALOY	U.S.	Noble Company	22-Jul-74	1,012,945	Registered
VALUESEAL <b>ValueSeal</b>	U.S.	Noble Company	16-Apr-14	4,709,548	Registered
NOBLEFLEX	U.S.	Noble Company	29-Apr-76	1,053,636	Registered
CHLORALOY	C.A.	The Noble Company	9-Dec-74	TMA210205	Registered
	U.S.	The Noble Company	17-Dec-76	1,073,170	Cancelled
	U.S.	The Noble Company	18-Apr-78	1,089,484	Cancelled
	U.S.	The Noble Company	27-Dec-77	1,080,359	Cancelled
NOBLEFLEX	C.A.	The Noble Company	8-Jul-76	TMA222836	Expunged

**SCHEDULE I**

<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Filing Date</b>	<b>Reg. No./ App. No.</b>	<b>Status</b>
FIREFIGHTER	U.S.	The Noble Company	29-Sept-88	73754678	Abandoned
NOBLE WINTERSHIELD  	U.S.	The Noble Company	22-Mar-76	1,051,626	Cancelled

**Unregistered Trademarks:**

WALL SEAL
PRO-SLOPE
NOBLE DECK
FREESTYLE LINEAR DRAINS
POSITIVE WEEP PROTECTOR
NOBLE COMPANY
