

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wahl Refractory Solutions, LLC		11/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fosbel Wahl Holdings, LLC		
Street Address:	767 State Route 19 South		
City:	Green Creek		
State/Country:	OHIO		
Postal Code:	43420		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2256944	SIFCA	
Registration Number:	3544184	WALMAXXX	
Registration Number:	3651652	MEGABRIX	
Registration Number:	3804033	ULTRAWALMAXXX	
Registration Number:	4458447	COPPERSTONE	
Registration Number:	4458444	FERROSTONE	
Registration Number:	4458448	GEMSTONE	
Registration Number:	4471596	FIBERSTONE	
Registration Number:	4603031	WALFLOW	
CORRESPONDENCE DATA			
Fax Number:	2483513082		
<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:	2483513000		
Email:	byates@jaffelaw.com		
Correspondent Name:	Brenda R. Yates		
Address Line 1:	27777 Franklin Road		
Address Line 2:	Suite 2500		
Address Line 4:	Southfield, MICHIGAN 48034		

CH \$240.00 2256944

ATTORNEY DOCKET NUMBER:	FOSBEL-GEN
NAME OF SUBMITTER:	Brenda R. Yates
SIGNATURE:	/bry/
DATE SIGNED:	12/03/2020

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of November 20, 2020, is made by and between by and between WAHL REFRACTORY SOLUTIONS, LLC, a Delaware limited liability company ("Assignor") and FOSBEL WAHL HOLDINGS, LLC, an Ohio limited liability company ("Assignee"). Capitalized terms used, but not otherwise defined, in this Assignment shall have the meanings assigned to such terms in that certain Asset Purchase Agreement dated as of the date of this Assignment by and among Buyer, Seller, Wahl Real Estate Company, LLC, Wahl Holding Company, LLC ("Holdco") and the members of Holdco parties thereto (the "Purchase Agreement").

RECITALS:

- A. Assignor is the owner of record of the trademarks listed on Schedule A (the "Trademarks");
- B. Pursuant to the Purchase Agreement, the Assignor agreed to sell and assign, and Assignee agreed to buy and acquire, the Assets, which such Assets include the Trademarks;
- C. Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks; and
- D. Assignor desires to transfer to Assignee all of Assignor's rights in the Trademarks.

AGREEMENTS:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademarks, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.
2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, sale, conveyance and transfer had not been made.
3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's reasonable request and at Assignee's sole cost and expense, execute and deliver any agreement, document, certificate or instrument and take (at Assignee's sole cost and expense) any other

commercially reasonable action that is necessary or desirable to perfect the title to the Trademarks in Assignee, its heirs, successors, assigns or other legal representatives.

4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of such Trademarks.

5. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements and understandings.

6. This Assignment shall be governed and controlled in all respects by the laws of the State of Ohio, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

8. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date set forth above.

Assignor:

WAHL REFRACTORY SOLUTIONS, LLC, a Delaware limited liability company

By: Steve D. Cherico

Print Name: Steve Cherico

Its: President

STATE OF OHIO)
COUNTY OF Cuyahoga) ss

On November 18 2020, before me personally came Stephen D. Cherico, to me known, who being sworn, did depose and say that he/she is the person described in and which executed the within TRADEMARK ASSIGNMENT, and that he/she signed his/her name to said TRADEMARK ASSIGNMENT.



DEBRA HICKOK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 2/18/2024

[Signature]
Notary Public Cuyahoga County,
acting in Cuyahoga County.
My Commission Expires: 2/18/2024

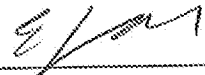
[signature page continues]

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date set forth above.

Assignee:

FOSBEL WAHL HOLDINGS, LLC, an Ohio limited liability company


By: 

Print Name: Eric Yaszemski

Its: Chief Executive Officer

STATE OF OHIO)
) ss
COUNTY OF Cuyahoga

On November 18, 2020, before me personally came Eric Yaszemski, to me known, who being sworn, did depose and say that he is the person described in and which executed the within TRADEMARK ASSIGNMENT, and that he signed his name to said TRADEMARK ASSIGNMENT.


Notary Public, Cuyahoga County,
acting in Cuyahoga County.
My Commission Expires: 2/18/2024



DEBRA HICKOK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 2/18/2024

[Signature Page to Trademark Assignment]

EXHIBIT A
TRADEMARKS

Country	Trademark	Reg. Date	Reg. No.	Owner	Status
US	SIFCA	6/29/1999	2,256,944	Wahl Refractory Solutions, LLC	Registered & Incontestable
US	WALMAXX	12/9/2008	3,544,184	Wahl Refractory Solutions, LLC	Registered
US	MEGABRIX	7/7/2009	3,651,652	Wahl Refractory Solutions, LLC	Registered & Incontestable
US	ULTRAWALMAXXX	6/15/2010	3,804,033	Wahl Refractory Solutions, LLC	Registered & Incontestable
US	COPPERSTONE	12/31/2013	4,458,447	Wahl Refractory Solutions, LLC	Registered & Incontestable
US	FERROSTONE	12/31/2013	4,458,444	Wahl Refractory Solutions, LLC	Registered & Incontestable
US	GEMSTONE	12/31/2013	4,458,448	Wahl Refractory Solutions, LLC	Registered & Incontestable
US	FIBERSTONE	1/21/2014	4,471,596	Wahl Refractory Solutions, LLC	Registered & Incontestable
US	WALFLOW	9/9/2014	4,603,031	Wahl Refractory Solutions, LLC	Registered & Incontestable
CA	FIBERSTONE	10/21/2016	TMA952,941	Wahl Refractory Solutions, LLC	Registered

Country	Trademark	Reg. Date	Reg. No.	Owner	Status
CA	GEMSTONE	9/4/2015	TMA913,155	Wahl Refractory Solutions, LLC	Registered
CA	SIFCA	9/6/2000	TMA532,201	Wahl Refractory Solutions, LLC	Registered
MX	SIFCA	7/31/1998	584,152	Wahl Refractory Solutions, LLC	Registered
EU	SIFCA	6/15/1999	786,954	Wahl Refractory Solutions, LLC	Registered
CN	SIFCA	12/28/2011	8,820,176	Wahl Refractory Solutions, LLC	Registered