

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620841

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nordson Corporation		01/18/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Xaloy Holdings, Inc.		
Street Address:	375 Victoria Rd.		
City:	Youngstown		
State/Country:	OHIO		
Postal Code:	44515		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	78269551	EASYMELT	
Serial Number:	76484421	ELIMINATOR	
Serial Number:	76142034	POLY-CHECK	
Serial Number:	73753925	PULSAR	
Serial Number:	76219093	STRATABLEND	
Serial Number:	75031573	X-102	
Serial Number:	75031574	X-306	
Serial Number:	75031572	X-800	
Serial Number:	73587687	X-830	
Serial Number:	77938443	XALOY	
Serial Number:	86717983	XALOY	
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:	2165867005		
Email:	kabarrett@jonesday.com		
Correspondent Name:	Kerry A. Barrett		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		

CH \$290.00 78269551

Address Line 4: Cleveland, OHIO 44114-1190

NAME OF SUBMITTER: Kerry A. Barrett

SIGNATURE: /Kerry A. Barrett/

DATE SIGNED: 01/18/2021

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is entered into and effective as of January 18, 2021 (the “**Effective Date**”), by and between Nordson Corporation, an Ohio corporation (“**Assignor**”) and Xaloy Holdings, Inc., a Delaware corporation (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor owns certain intellectual property set forth on Schedule A (collectively, the “**Transferred IP**”);

WHEREAS, the Transferred IP is subject to that certain Purchase Agreement dated December 3, 2020 by and between Xaloy Superior Holdings, Inc., a Delaware corporation, Bimetallic Acquisition, LLC, a Delaware limited liability company (“**Bimetallic**”) and Bimetallic Foreign Acquisition, LLC, a Delaware limited liability company and a wholly owned subsidiary Bimetallic (as the same may be further amended, modified supplemented, or replaced from time to time, the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, the Transferred IP is to be assigned, transferred, delivered and conveyed to Assignee;

WHEREAS, upon the Effective Date, Assignor desires to assign, transfer, convey and deliver to Assignee the Transferred IP;

WHEREAS, upon the Effective Date, Assignee desires to acquire and accept the Transferred IP from the Assignor;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained (and including the premises and covenants set forth in the Purchase Agreement) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Assignment**. Assignor hereby irrevocably sells, assigns, conveys, transfers and delivers to Assignee, its successors, and permitted assigns forever and exclusively throughout the world, all right, title and interest of Assignor in, to and under the Transferred IP, including the following:

1.1 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;

1.2 All claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;

1.3 Any and all of Assignor's rights, privileges and priorities provided under applicable law with respect to the IP, including, without limitation, Assignor's common law rights and rights under the any relevant laws each to the extent permitted under applicable law, including any and all past, present or future claims or causes of action, whether at law or in equity, arising out of or related to any infringement, misappropriation, unfair competition, dilution or other violation of the Transferred IP, and the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefore (regardless of whether such rights are exercisable);

1.4 Any and all income, royalties, damages and payments which become due or payable with respect to the Transferred IP on or after the effective date of this Assignment, and the right to receive such income, royalties, damages and payments, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made;

1.5 The goodwill of the business associated with or symbolized by the trademarks, service marks, trade names, trade dress, corporate names, logos, domain names, URLs and any other source identifiers of any kind or nature, in each case whether or not registered, included in the Transferred IP;

1.6 All registrations that may be granted in the foregoing; and

1.7 All extensions and renewals of the foregoing.

2. **Retained Rights**. Assignor retains no rights in the Transferred IP.

3. **Reference to the Purchase Agreement**. The provisions of this Assignment are subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained therein shall survive the execution and delivery of this Assignment in accordance with the terms thereof. Nothing in this Assignment, express or implied, is intended to or will be construed to alter, modify, add to or waive any of the rights, obligations, terms, covenants, condition, or other provisions contained in the Purchase Agreement. To the extent that any provision of this Assignment conflicts with the terms of the Purchase Agreement, the Purchase Agreement will govern.

4. **Recordation**. Assignor hereby authorizes and requests the Commissioner of the U.S. Patent and Trademark Office or any other official of any applicable governmental authority to record Assignee as owner of the Transferred IP and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

5. **Further Assurances**. Assignor will not execute any writing nor do any act conflicting with this Assignment. From time to time, promptly following receipt of a written request from Assignee, Assignor agrees to execute, acknowledge and deliver, or cause to be executed and delivered, such documents, instruments and agreements, and will take, or cause to be taken (but subject to the other provisions of this Assignment, without the obligation to incur any additional expense or other consideration), such further or other actions as may reasonably be necessary, proper or advisable to carry out the intent and purposes of this Assignment and to

consummate, record, perfect, confirm or give effect to all other transactions, covenants and agreements contemplated hereby.

6. **Governing Law.** This Assignment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment), will be governed by the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

7. **Section Headings.** The section headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

8. **Third Party Rights.** Nothing in this Assignment is intended or shall be construed to confer upon or give any person, other than the parties hereto and their respective successors, any rights or remedies under or by reason of this Assignment . This Assignment is binding upon and inures to the benefit of the parties and their respective successors and assigns.

9. **Counterparts and Electronic Signatures.** This Assignment and other documents to be delivered pursuant to this Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties hereto and delivered to the other parties hereto. A manual signature on this Assignment or other documents to be delivered pursuant to this Assignment, an image of which will have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Assignment or other documents to be delivered pursuant to this Assignment, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Assignment or such other document for all purposes.

[Signature Page Follows]

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

ASSIGNOR:

Nordson Corporation, an Ohio corporation

By: Gina Beredo
Name: Gina Beredo
Title: EVP, General Counsel

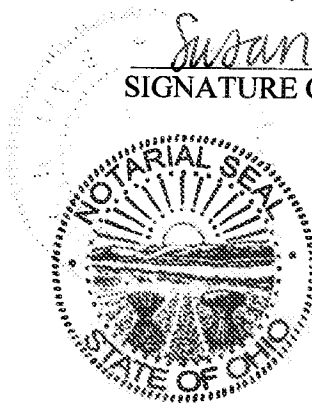
STATE OF Ohio

COUNTY OF Cuyahoga

On 01/15/2021 before me, Susan Shaheen Warner, Notary Public in and for said State, personally appeared Gina A. Beredo, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Susan Shaheen Warner
SIGNATURE OF NOTARY PUBLIC



SUSAN SHAHEEN
WARNER
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date first written above.

ASSIGNEE:

Xaloy Holdings, Inc. a Delaware corporation

By: Gina Beredo
Name: Gina Beredo
Title: Secretary

STATE OF Ohio

COUNTY OF Cuyahoga

On 01/15/2021 before me, Susan Shaheen Warner, Notary Public in and for said State, personally appeared Gina Beredo, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Susan Shaheen Warner
SIGNATURE OF NOTARY PUBLIC



SUSAN SHAHEEN
WARNER
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

[Signature Page to Intellectual Property Assignment]

SCHEDULE A

TRADEMARKS

Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
EASYMELT	United States	78/269,551	02-Jul-2003	2,995,819	13-Sep- 2005
ELIMINATOR	United States	76/484,421	22-Jan-2003	2,859,539	06-Jul-2004
POLY-CHECK	United States	76/142,034	29-Sep- 2000	2,587,601	02-Jul-2002
PULSAR	United States	73/753,925	26-Sep- 1988	1,571,577	19-Dec- 1989
STRATABLEND	United States	76/219,093	02-Mar- 2001	2,604,150	06-Aug- 2002
X-102	United States	75/031,573	12-Dec- 1995	2,041,802	04-Mar- 1997
X-102	European Union Intellectual Property Office (EUIPO)	278275	11-Jun- 1996	278275	07-Oct- 1998
X-306	United States	75/031,574	12-Dec-1995	2,041,803	04-Mar-1997
X-306	European Union Intellectual Property Office (EUIPO)	272286	11-Jun-1996	272286	07-Oct-1998
X-800	United States	75/031,572	12-Dec-1995	2,041,801	04-Mar-1997
X-800	European Union Intellectual Property Office (EUIPO)	272369	11-Jun-1996	272369	07-Oct-1998
X-830	United States	73/587,687	13-Mar-1986	1,441,782	09-Jun-1987
XALOY	Brazil	829189335	08-Jun-2007	829189335	24-Aug-2010

Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
XALOY	United States	77/938,443	18-Feb-2010	3,853,240	28-Sep-2010
XALOY	United Kingdom	762600	19-Feb-1957	762600	19-Feb-1957
XALOY	China	17981920	25-Sep-2015	17981920	07-Nov-2017
XALOY	United States	86/717,983	07-Aug-2015	4,981,693	21-Jun-2016
XALOY	World Intellectual Property Org. (WIPO)		03-Feb-2016	1,293,688	03-Feb-2016
XALOY	European Union Intellectual Property Office (EUIPO)		03-Feb-2016	1,293,688	03-Feb-2016
XALOY	Japan		03-Feb-2016	1,293,688	03-Feb-2016
XALOY	Korea (South)		03-Feb-2016	1,293,688	03-Feb-2016
XALOY	Thailand	1026394	05-Feb-2016	171123289	27-Jul-2017
XALOY	China	1766453	04-Feb-2016	1,004,545	11-Sep-2018
XALOY	Thailand	1026395	05-Feb-2016	171132384	05-Feb-2016
XALOY in Chinese Characters	China	3838376	10-Dec-2003	3838376	28-Jan-2006
XALOY in Chinese Characters	China	3838377	12-Oct-2003	3838377	14-Oct-2005
XALOY in Chinese Characters	China	17981919	25-Sep-2015	17981919A	21-Apr-2017

Schedule A to the Intellectual Property Assignment

TRADEMARK
REEL: 007163 FRAME: 0862

Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
XALOY in Chinese Characters	China	17981919	25-Sep-2015	17981919	07-Nov-2017

Common law Trademarks

EFFICIENT

EFFICIENT BARRIER

ELCee

FUSION

MELTPRO

NANO

TWINSHOT

V-MIXER

X-900

Z-MIXER

PATENTS

Title	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
Apparatus for Plasticating Thermoplastics	United States	09/860,103	17-May-2001	6,488,399	03-Dec-2002
Apparatus for Plasticating Thermoplastics	United States	10/083,427	25-Feb-2002	6,672,753	06-Jan-2004
Apparatus for Plasticating Thermoplastics	European Patent Office (EPO)	04812322.8	21-Dec-2004	1,711,322	06-Aug-2014
Apparatus for Plasticating Thermoplastics	Austria	04812322.8	21-Dec-2004	1,711,322	06-Aug-2014
Apparatus for Plasticating Thermoplastics	Germany	04812322.8	21-Dec-2004	602004045606.3	06-Aug-2014
Apparatus for Plasticating Thermoplastics	Spain	04812322.8	21-Dec-2004	1,711,322	06-Aug-2014

Title	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
Apparatus for Plasticating Thermoplastics	Italy	04812322.8	21-Dec-2004	1,711,322	06-Aug-2014
Apparatus for Plasticating Thermoplastics	Turkey	04812322.8	21-Dec-2004	201411940T4	06-Aug-2014
Apparatus for Plasticating Thermoplastics	United States	10/746,677	24-Dec-2003	7,014,353	21-Mar-2006
Apparatus for Plasticating Thermoplastic Resin Including Polypropylene	European Patent Office (EPO)	05723660	25-Feb-2005	1,768,823	19-Mar-2014
Apparatus for Plasticating Thermoplastic Resin Including Polypropylene	Austria	05723660	25-Feb-2005	E657336	19-Mar-2014
Apparatus for Plasticating Thermoplastic Resin Including Polypropylene	Germany	05723660	25-Feb-2005	1,768,823	19-Mar-2014
Apparatus for Plasticating Thermoplastic Resin Including Polypropylene	Italy	05723660	25-Feb-2005	1,768,823	19-Mar-2014
Apparatus for Plasticating Thermoplastic Resin Including Polypropylene	Luxembourg	05723660	25-Feb-2005	1,768,823	19-Mar-2014
Apparatus for Plasticating Thermoplastic Resin Including Polypropylene	United States	10/897,368	22-Jul-2004	7,156,550	02-Jan-2007
Vertical Laser Cladding System	China	PCT/US2011/001776	19-Oct-2011	ZL201180050737.9	08-Jul-2015

Title	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
Vertical Laser Cladding System	European Patent Office (EPO)	PCT/US2011/001776	19-Oct-2011	2,629,923	16-May-2018
Vertical Laser Cladding System	Germany	PCT/US2011/001776	19-Oct-2011	602011048474.5	16-May-2018
Vertical Laser Cladding System	Italy	PCT/US2011/001776	19-Oct-2011	502018000023805	16-May-2018
Vertical Laser Cladding System	Japan	PCT/US2011/001776	19-Oct-2011	6,061,428	22-Dec-2016
Vertical Laser Cladding System	World Intellectual Property Org. (WIPO)	PCT/US2011/001776	19-Oct-2011		
Vertical Laser Cladding System	United States	13/274,655	17-Oct-2011	9,168,613	27-Oct-2015
Multi-Part Electrodes for a Heater Layer	United States	13/566,068	03-Aug-2012	9,420,638	16-Aug-2016
Plasticating Process, Apparatus and Screw with Mixing	United States	09/882,948	15-Jun-2001	6,497,508	24-Dec-2002
Polymer Filtration Method and Apparatus	United States	09/271,666	18-Mar-1999	6,168,411	02-Jan-2001
Polymer Filtration Method and Apparatus	United States	09/528,391	20-Mar-2000	6,270,703	07-Aug-2001
Enhanced Thermal Conduction in Apparatus for Plasticating Resinous Material	United States	10/784,698	23-Feb-2004	7,063,453	20-Jun-2006

Schedule A to the Intellectual Property Assignment

TRADEMARK
REEL: 007163 FRAME: 0865

Title	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
Synchronized Temperature Control of Plastic Processing Equipment	United States	12/229,204	20-Aug-2008	8,007,709	30-Aug-2011
Plasticating Barrel with Integrated Exterior Heater Layer (SmartHeat)	United States	12/608,638	29-Oct-2009	8,247,747	21-Aug-2012
Extruder Injection Apparatus	United States	899,347	16-Jun-1992	5,318,357	07-Jun-1994
Plastic Extruder Having a Mixing Valve with Automatic Shut-off	United States	281,230	27-Jul-1994	5,439,633	08-Aug-1995

Domain Names

Domain Name	Registered Owner
xaloy.com	Nordson Corporation
xaloy.us.com	Nordson Corporation
xaloy.com.br	Nordson do Brasil Industria e Comercio Ltda.
screwsinfo.com	Xaloy, Inc.
spirex.com	Nordson Corporation
frgross.com	Nordson Corporation
barrels.com	Xaloy, Inc.
bimetallic.com	Xaloy, Inc.
cylinders.com	Xaloy, Inc.