

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625593

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FCI HOLDINGS DELAWARE, INC.		02/01/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	DSI Underground IP Holdings Luxembourg S.à r.l.
Street Address:	26B, Boulevard Royal
City:	Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-2449
Entity Type:	Corporation: LUXEMBOURG

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3059957	OMEGA-BOLT
Registration Number:	1948941	CABLELOC
Registration Number:	4292351	X-TREME
Registration Number:	1012792	FASLOC

CORRESPONDENCE DATA

Fax Number: 2033276401

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.

Phone: 203-327-4500

Email: trademark@ogrp.com

Correspondent Name: TERRENCE J. MCALLISTER

Address Line 1: OHLANDT, GREELEY, RUGGIERO & PERLE, L.L.P.

Address Line 2: ONE LANDMARK SQUARE, 10TH FLOOR

Address Line 4: STAMFORD, CONNECTICUT 06901-2682

ATTORNEY DOCKET NUMBER: 0014583UST1/1170

DOMESTIC REPRESENTATIVE

Name: Terrence J. McAllister

Address Line 1: One Landmark Square, 10th Floor

CH \$115.00 3059957

Address Line 2:	Ohlandt, Greeley, Ruggiero & Perle, LLP
Address Line 4:	Stamford, CONNECTICUT 06901-2682
NAME OF SUBMITTER:	Terrence J. McAllister
SIGNATURE:	/Terrence J. McAllister/
DATE SIGNED:	02/10/2021
Total Attachments: 12 source=33X2672-Mutual Assignment Agreement - Fully Executed#page1.tif source=33X2672-Mutual Assignment Agreement - Fully Executed#page2.tif source=33X2672-Mutual Assignment Agreement - Fully Executed#page3.tif source=33X2672-Mutual Assignment Agreement - Fully Executed#page4.tif source=33X2672-Mutual Assignment Agreement - Fully Executed#page5.tif source=33X2672-Mutual Assignment Agreement - Fully Executed#page6.tif source=33X2672-Mutual Assignment Agreement - Fully Executed#page7.tif source=33X2672-Mutual Assignment Agreement - Fully Executed#page8.tif source=33X2672-Mutual Assignment Agreement - Fully Executed#page9.tif source=33X2672-Mutual Assignment Agreement - Fully Executed#page10.tif source=33X2670-02012021154236-0001#page1.tif source=33X2670-02012021154236-0001#page2.tif	

MUTUAL IP ASSIGNMENT

This Mutual IP Assignment (“**Assignment**”) is entered into as of January 1, 2021 (“**Effective Date**”), by and between FCI Holdings Delaware, Inc., a Delaware corporation having a place of business at 258 Kappa Drive, Pittsburgh, PA 15238 USA (“**FCI**”), and DSI Underground IP Holdings Luxembourg S.à r.l., incorporated under the laws of Luxembourg, having an office at 26B, Boulevard Royal Luxembourg L-2449 Luxembourg (“**DSI Underground**”) (hereafter collectively referred to as the “**Parties**”).

WITNESSETH:

WHEREAS, Tension II AcquiCo S.à r.l. (“**Tension**”) and FCI are party to a Global IP Assignment dated February 29, 2016 (the “**Assignment**”) wherein FCI assigned certain Canadian patents and trademarks to Tension (the “**FCI IP**”) (the FCI IP is set forth in Exhibit A);

WHEREAS, the Assignment was executed in conjunction with a series of transactions entered into between affiliates of Tension and FCI (the “**Transactions**”);

WHEREAS, Tension further assigned the FCI IP to DSI Underground;

WHEREAS, as part of the Transactions, FCI took ownership of certain United States patents and trademarks owned by Tension’s subsidiary DSI (the “**DSI IP**”) (the DSI IP is set forth in Exhibit B) (collectively, the FCI IP and the DSI IP shall be referred to as the “**Assigned IP**”); and

WHEREAS, the parties have agreed to assign back the FCI IP and the DSI IP in the manner set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Assignment and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. ASSIGNMENT OF THE ASSIGNED IP

A. FCI IP Assignment. DSI Underground hereby assigns on the Effective Date to FCI, who accepts, all of DSI Underground’s right, title, and interest in and to the FCI IP. FCI shall replace DSI Underground in all the rights and obligations associated with the FCI IP.

B. DSI IP Assignment. FCI hereby assigns on the Effective Date to DSI Underground, who accepts, all of FCI’s right, title, and interest in and to the DSI IP. DSI Underground shall replace FCI in all the rights and obligations associated with the DSI IP.

2. REGISTRATION AND FORMALITIES

A. The Assignee of the relevant Assigned IP shall, at its own cost, carry out all formalities required for the execution of this Assignment, in particular to make this Assignment

enforceable against third parties in all the relevant countries in the Territory, particularly for the registration of the assignments of the Assigned IP.

B. The Assignor of the relevant IP shall cooperate fully and in good faith with the Assignee and do, execute and deliver or procure to be done, all such further acts, documents and things required by, and in a form satisfactory to, the Assignee in all the relevant countries in order to give full effect to this Assignment and its rights, powers and remedies under this Assignment, and particularly for the registration of the assignments of the Assigned IP.

C. The Parties hereby agree that the Assignee of the relevant IP shall be responsible for the costs and attorneys' fees associated with the registration of the Assigned IP.

D. All powers are given to the bearer of an original or certified true and accurate copy of this Assignment, to give effect to the formalities prescribed by law and/or different national and international intellectual property agencies.

3. PROSECUTION AND MAINTENANCE

A. Prosecution and Maintenance Costs: The Assignee of the relevant IP has the right to file and shall defend itself from any proceedings involving any of the Assigned IP for any infringement, unfair competition or parasitism, occurring as from the Effective Date. Assignee shall, as from the date of this Assignment, pay for all costs and expenses associated with: (i) the world-wide preparation, filing and prosecution of the patent applications, patents, trademark applications, and trademark registrations included in the Assigned IP; and (ii) the maintenance and renewal of the patent applications, patents, trademark applications and trademark registrations including in the Assigned IP, in each case including attorneys' fees incurred.

4. GENERAL PROVISIONS

A. Headings. Titles or headings of sections contained in this Assignment are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Assignment or the intent of any provision.

B. Notices: All notices, requests, demands, claims and other communications which are required or may be given under this Assignment shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by confirmed facsimile with a copy sent by another means specified herein; the business day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and five business days after the date mailed by certified or registered mail, postage prepaid, if sent by certified or registered mail, return receipt requested. In each case, such notices shall be sent to:

If to DSI Underground addressed to:

DSI Underground IP Holdings Luxembourg S.à r.l.
26B, Boulevard Royal Luxembourg L-2449 Luxembourg
Attention: Andrik Fuellberg, Manager

If to FCI, addressed to:

FCI Holdings Delaware, Inc.
258 Kappa Drive
Pittsburgh, PA 15238
Attention: Karl A. Calandra, President

C. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, all other terms and other provisions of this Assignment shall nevertheless remain in full force and effect of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transaction is fulfilled to the greatest extent possible.

D. Entire Agreement. This Assignment constitutes the entire agreement and understanding of the Parties hereto and supersedes all other prior covenants, agreements, undertakings, obligations, promises, arrangements, communications, representations and warranties, whether oral or written, by any Party hereto or by any director, officer, employee, agent, Affiliate or representative of any Party hereto.

E. Waivers and Modifications. The failure of any Party to insist on the performance of any obligation hereunder shall not act as a waiver of such obligation. No waiver, modification, release or amendment of any obligation under this Assignment shall be valid or effective unless in writing and signed by all Parties hereto.

F. Amendment: This Assignment may not be amended except in an instrument in writing signed on behalf of each of the parties against whom such amendment is sought to be enforced. No amendment, supplement, modification or waiver of this Assignment shall be binding unless executed in writing by the Party to be bound thereby.

G. No Third Party Beneficiaries: Except where otherwise provided, this Assignment shall be binding upon and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. This Assignment and all of its conditions and provisions are for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any Person, other than the Parties hereto any rights or remedies of any nature whatsoever.

H. Governing Law: This Assignment (and any claim or controversy arising out of or relating to this Assignment) shall be governed by New York law.

I. Arbitration: Any disputes in relation to this Assignment shall be referred to and determined by arbitration, which shall be conducted by one arbitrator to be appointed by the American Arbitration Association (the "AAA"), under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). The arbitration shall be conducted in English. The arbitration shall take place in New York City, New York, USA.

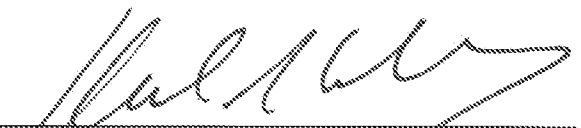
J. Execution and Counterparts. This Assignment may be executed in two or more counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that this Assignment shall be legally binding upon the electronic transmission, including by facsimile or email, by each Party of a signed signature page to this Assignment to the other Party.

IN WITNESS WHEREOF, DSI Underground and FCI have caused this Assignment to be executed by their respective officers thereunto duly authorized to be effective as of the Effective Date.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 22nd day of December, 2020.

FCI HOLDINGS DELAWARE, INC.

By 
Name: Karl A. Calandra
Title: President

DSI UNDERGROUND IP HOLDINGS
LUXEMBOURG S.À R.L.

By 
Name: Andrik Fuellberg
Title: Manager

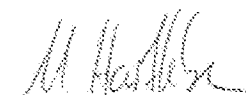
By 
Name: Michael Hartleben
Title: Manager

EXHIBIT A

FCIIP

Patents

Matter Code	Title	Country	Application Type	App Serial No.	Date Filed	Patent Number	Issue Date	Expiration Date	Status
0014479CAU	CABLE BOLT	CA	DCA	2884610	9/13/13	2884610	1/2/18	9/13/33	ISSUED - NR
	CABLE BULBING APPARATUS AND METHOD FOR FORMING BULBS IN A								
0014480CAU	CABLE BOLT	CA	CEQ	2535955	2/10/06	2535955	10/8/13	2/10/26	ISSUED - NR
	EXPANDABLE BOLT WITH SHIELDED TIP								
0014481CAU		CA	DCA	2801257	6/1/11	2801257	3/20/18	6/1/31	ISSUED - NR
	FIBERGLASS ROOF AND RIB PLATE								
0014482CAU		CA	DCA	2862693	2/22/13	2862693	10/11/16	2/22/33	ISSUED - NR
	FULLY GROUTED MINE ROOF BOLT WITH EXPANSION ANCHOR								
0014483CAU		CA	CEQ	2763338	1/6/12	2763338	2/12/19	1/6/32	ISSUED - NR
	IMPROVED CABLE BOLT								
0014484CAU		CA	CEQ	2622806	2/27/08	2622806	5/3/16	2/27/28	ISSUED - NR

0014484CAU1	IMPROVED CABLE BOLT	CA	ORD	2889347	2/27/08	2889347	8/9/16	2/27/28	ISSUED - NR
0014485CAU	SQUARE EMBOSSED ROOF AND RIB PLATE	CA	ORD	2431351	6/6/03	2431351	1/22/08	6/6/23	ISSUED - NR
0014486CAU	TRUSS SHOE	CA	CEQ	2498448	2/25/05	2498448	12/29/09	2/25/25	ISSUED - NR
0014487CAU	YIELDING BOLT AND ASSEMBLY	CA	DCA	2749598	9/1/10	2749598	4/14/15	9/1/30	ISSUED - NR
001488CAD	PROFILED DRIVER	CA	ORD	134338	3/1/10	134338	11/25/11	3/1/25	ISSUED - NR
0011489CAD	PROFILED NUT	CA	ORD	134339	3/1/10	134339	11/25/11	3/1/25	ISSUED - NR
0014491CAU	ROCK BOLT	CA	CEQ	2607850	7/20/07	2607850	1/6/15	7/20/27	ISSUED - NR
0014492CAU	SHEATHED CABLE	CA	DCA	2742253	11/24/08	2742253	1/12/16	4/29/31	ISSUED - NR

Patent applications

Matter Code	Title	Country	App Serial No.	Date Filed	Status
3477- 0014436CAU	SYSTEM AND METHOD OF PRODUCING MINE ROOF BOLTS	Canada	2901372	3/10/14	Pending

Trademarks

Description	IP Protection Zone	Trademark	Registration number	Status
YIELD-LOK (YIELD LOCK) Canada	Canada	YIELD-LOK	TMA953432	Active
SUPER TWIST Canada	Canada	SUPER TWIST	TMA755059	Active

LITTLE JOHN Canada	Canada	LITTLE JOHN	TMA690968	Active
BIG JOHN Canada	Canada	BIG JOHN	TMA690969	Active
BYTM Canada	Canada	BYTM	TMA782144	Active
FRICION-LOK (FRICTION LOCK) Canada	Canada	FRICION-LOK (FRICTION LOCK)	TMA531565	Active

EXHIBIT B

DSLIP

Patents

COU	Patent Details	Application No.	Application Date	Grant No	Grant Date	Renewed/Still Valid?
US	Expansion Shell Assembly	10/044467	1.11.02	6742966	6.1.04	Yes
US	Cable Coupler Having Retained Wedges	11/224492	9.12.05	7384216	6.10.08	Yes
US	roof truss shoe having wedge retention device and method of using the same	11/548170	10.10.06	7717650	5.18.10	Yes
US	Rebar insertion device	12/080100	3.31.08	7712838		Yes
	RE-TENSIONABLE CABLE BOLT APPARATUS AND RELATED METHOD					Yes
US	coated mine roof bolt	11/292489	12.2.05	7896581	3.1.11	
US	Cable Pusher	29/388967	5.4.11	D669772	30/10/2012	Yes
US		29/364332	22/06/2010	D653680	7.2.12	Yes
US	ROCK DUSTING COMPOSITIONS AND METHODS	13/207884	8.11.11	8883868	11.11.14	Yes
US	ROCK DUSTING APPARATUS	13/209004	8.12.11	8584974	11.19.13	Yes

Trademarks

Country	Trademark	Application No.	Filing Date	TM No.	Grant Date	Renewed/Still Valid?
US	OMEGA-BOLT	78/327467	11.13.03	3059957	2.21.06	Yes
US	cableloc	74/635060	2.15.95	1948941	1.16.96	Yes
US	X-Treme	85/673221	10.7.12	4292351	2.19.23	Yes
US	FASLOC	73/001824	7.24.73	1012792	10.6.75	Yes

ADDENDUM TO MUTUAL IP ASSIGNMENT
TRADEMARK ASSIGNMENT

This Trademark Assignment is an addendum to the Mutual IP Assignment entered into as of January 1, 2021 ("Effective Date"), by and between FCI Holdings Delaware, Inc., a Delaware corporation having a place of business at 258 Kappa Drive, Pittsburgh, PA 15238 USA ("FCI"), and DSI Underground IP Holdings Luxembourg S.à r.l., incorporated under the laws of Luxembourg, having an office at 26B, Boulevard Royal Luxembourg L-2449 Luxembourg ("DSI Underground") (hereafter collectively referred to as the "Parties").

WHEREAS, the Parties entered into a Mutual IP Assignment on December 22, 2020, effective as of January 1, 2021, in which FCI sought and agreed to assign the United States of America ("U.S.") trademarks and corresponding U.S. trademark registrations listed in the attached Schedule A ("Trademarks") to DSI Underground.

WHEREAS, in order to fully effectuate the assignment of the Trademarks in the U.S., the Parties hereby enter into this Trademark Assignment, which replaces and supersedes Section 1.B. of the Mutual IP Assignment only with respect to the Trademarks;

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCI hereby assigns as of the Effective Date to DSI Underground, who accepts, all of FCI's right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, in the U.S.

FCI HOLDINGS DELAWARE, INC.

By: _____

Signatures: _____

Title: _____

Date: _____

DSI UNDERGROUND IP HOLDINGS LUXEMBOURG S.À R.L.

By: Andrik Füllberg and Michael Hartleben

Signatures: _____

Title: Managers

Date: _____

Schedule A

Mark	Appl./ Serial No.	Status	Intl Class	Country	File Date	Reg. No.	Reg. Date
OMEGA-BOLT	78/327,467	REGISTERED	06	US	11/13/2003	3,059,957	02/21/2006
CABLELOC	74/635,060	REGISTERED	01	US	02/15/1995	1,948,941	01/16/1996
X-TREME	85/673,221	REGISTERED	20	US	07/10/2012	4,292,351	02/19/2013
FASLOC	73/001,824	REGISTERED	06	US	09/24/1973	1,012,792	06/10/1975