

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Micro 100 Tool Corporation		01/01/2019	Corporation: IDAHO
RECEIVING PARTY DATA			
Name:	HPC Buyer, LLC		
Street Address:	428 Newburyport Turnpike		
City:	Rowley		
State/Country:	MASSACHUSETTS		
Postal Code:	01969		
Entity Type:	Limited Liability Company: IDAHO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3386717	M 100 DEX	
Registration Number:	4096574	MICRO-QUIK	
Registration Number:	1640257	SPEEDY SHARP	
Registration Number:	1477422	MICRO 100	
Registration Number:	1268893	MICRO 100	
CORRESPONDENCE DATA			
Fax Number:	3102556200		
<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:	310-255-6100		
Email:	patentsandtrademarks@ffslaw.com		
Correspondent Name:	Mark B. Mizrahi		
Address Line 1:	1888 Century Park East		
Address Line 2:	15th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	27399-201		
NAME OF SUBMITTER:	Mark B. Mizrahi		
SIGNATURE:	/mark b. mizrahi/		
DATE SIGNED:	02/24/2021		

OP \$140.00 3386717

Total Attachments: 19

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of January 1, 2019 is made by HPC Buyer LLC, an Idaho limited liability company (“**Buyer**”) and Micro 100 Tool Corporation, an Idaho corporation (“**Seller**”).

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement, dated as of January 1, 2019 (the “**Purchase Agreement**”), under which Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of the Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any jurisdictions;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of such Seller’s right, title, and interest in and to the Intellectual Property Assets (as defined in the Purchase Agreement) including, but not limited to, the following (the “**Assigned IP**”):

(a) the Intellectual Property Registrations, including: (i) patents and patent applications on Schedule 1 and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”); (ii) the trademarks on Schedule 1 and all issuances, extensions, and renewals thereof (the “**Trademarks**”), with the goodwill of the business connected with using, and symbolized by, the Trademarks; (iii) the copyright and exclusive copyright licenses on Schedule 1 and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(b) all non-registered Intellectual Property relating to the Intellectual Property Assets;

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

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable regarding all of the foregoing; and

(e) any and all claims and causes of action, regarding any of the foregoing, whether accruing before, on, 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 Actions. Seller authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller will take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties acknowledge and agree this IP Assignment is entered under the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer regarding the Assigned IP. The representations, warranties, covenants, agreements, and indemnities in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. If any conflict occurs or inconsistency between the Purchase Agreement and the terms hereof, the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

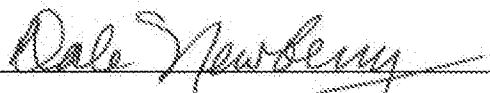
5. Successors and Assigns. This IP Assignment will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

6. Governing Law. This IP 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 IP Assignment and the transactions contemplated will be governed by, and construed under, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

MICRO 100 TOOL CORPORATION

By: 
Its: Dale Newberry, President

HPC BUYER LLC

By: Harvey Tool Company, LLC
Its: Sole Member

By: Harvey Performance Company, LLC
Its: Sole Member

By: _____
Name: Brian Lavelle
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

Micro 100 Tool Corporation

By: _____
Name: _____
Title: _____

BUYER:

HPC Buyer LLC

By: Harvey Tool Company, LLC
Its: Sole Member

By: Harvey Performance Company, LLC
Its: Sole Member

By: 
Name: Brian Lavelle
Title: Chief Financial Officer

{Intellectual Property Assignment Agreement}

SCHEDULE 1

ASSIGNED PATENTS

None.

ASSIGNED PATENT APPLICATIONS

None.



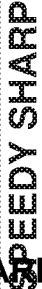
ASSIGNED TRADEMARKS

See Attached.

ASSIGNED COPYRIGHTS

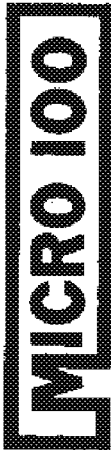
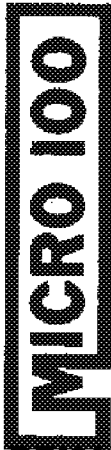
None

MICRO 100 TOOL CORPORATION

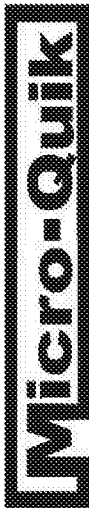
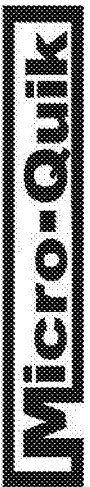
Trademark	Country	Serial Number	Filing date	Registration Number	Registration Date	Goods	Next Action Date
 18580-008	US	78854477	04/05/2006	3386717	02/19/2008	Cemented carbide-cutting tools, namely, indexable carbide inserts for cutting, milling, turning, boring, drilling, chamfering, all for use in tool bodies used in metal processing machines, IC 007	Renewal dl 02/19/2028
 18580-002	US	77850935	10/16/2009	4096574	02/7/2012	PRECISION MACHINE TOOLS, NAMELY, QUICK CHANGE CARBIDE BORING, GROOVING, PROFILING, THREADING AND CUTTING TOOLS, IC 007	Renewal dl 02/07/2022
 18580-017	US	74067130	06/08/1990	1640257	04/9/1991	hand held knife sharpener, IC 008	Renewal dl 04/09/2021

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MICRO 100 TOOL CORPORATION


 <p>18580-010</p>	<p>US</p>	<p>73620003</p>	<p>09/15/1986</p>	<p>1477422</p>	<p>02/23/1988</p>	<p>sintered carbide tool blanks and inserts, single and multiple point cutting tools and tipped cutting tools for machining solid materials, IC 007</p>	<p>Renewal dl 02/23/2028</p>
<p>MICRO 100</p> <p>18580-009</p>	<p>US</p>	<p>73336604</p>	<p>11/9/1981</p>	<p>1268893</p>	<p>03/06/1984</p>	<p>Sintered Carbide Tool Blanks and Inserts, Cutting Tools and Tipped Cutting Tools for Machining Solid Materials., IC 007</p>	<p>Renewal dl 03/06/2024</p>
 <p>TRADEMARK</p> <p>18580-011</p>	<p>CTM (European Community)</p>	<p>001046192</p>	<p>01/19/1999</p>	<p>001046192</p>	<p>02/29/2000</p>	<p>Sintered carbide tool blanks and inserts, single and multiple point cutting tools and tipped cutting tools for machining solid materials., IC 007</p>	<p>Renewal dl 01/19/2029</p>

MICRO 100 TOOL CORPORATION


 <p>18580-004</p>	<p>CTM (European Community)</p>	<p>009029265</p>	<p>04/15//2010</p>	<p>009029265</p>	<p>09/28/2010</p>	<p>Machines; machine tools; quick change carbide boring, grooving, profiling, threading and cutting tools, IC 007</p>	<p>Renewal dl 04/15/2020</p>
<p>SPEEDY SHARP</p> <p>18580-015</p>	<p>CTM (European Community)</p>	<p>012086021</p>	<p>08/23/2013</p>	<p>012086021</p>	<p>01/15/2014</p>	<p>hand held knife sharpeners, IC 008</p>	<p>Renewal dl 08/23/2023</p>
 <p>18580-003</p>	<p>China</p>	<p>8213140</p>	<p>04/16/2010</p>	<p>8213140</p>	<p>04/28/2011</p>	<p>quick change carbide boring, grooving, profiling, threading and cutting tools, IC 007</p>	<p>Renewal dl 04/27/2021</p>

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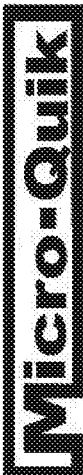
MICRO 100 TOOL CORPORATION

 <p>18580-005</p> <p>TRADEMARK</p>	Hong Kong	301588195	04/15/2010	301588195	04/15/2010	Machines and machine tools; machine coupling and transmission components (except for land vehicles); quick change carbide boring, grooving, profiling, threading and cutting tools, IC 007	Renewal dl 04/14/2020
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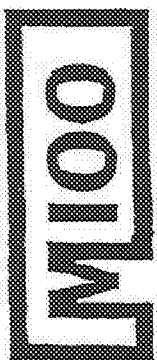
MICRO 100 TOOL CORPORATION

 <p>18580-006</p> <p>TRADEMARK</p>	<p>Japan</p>	<p>2010-030719</p>	<p>04/16/2010</p>	<p>5356380</p>	<p>09/24/2010</p>	<p>Changeable carbide tools for boring, grooving, profiling, threading and cutting; cemented carbide tips; and other metalworking machines and tools; mining machines and apparatus; construction machines and apparatus; lumbering, woodworking, or veneer or plywood making machines and apparatus; plastic processing machines and apparatus; stone working machines and apparatus; drilling beads [parts of machines]; pulp making, papermaking or paper-working machines and apparatus, IC 007</p>	<p>Renewal dl 09/24/2020</p>
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 18580-007	Mexico	1082131	04/16/2010	1,169,697	07/21/2010	Machines and machine tools; motors and engines (except for land vehicles); machine coupling and transmission components(except for land vehicles); agricultural implements other than hand-operated; incubators for eggs; including: quick change carbide boring, grooving, profiling, threading and cutting tools, IC 007	Renewal dl 04/16/2020
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MICRO 100 TOOL CORPORATION


 <p>18580-012</p>	China	3718648	09/16/2003	3718648	11/7/2005	solid carbide tools; carbide tip braised onto steel shanks (parts of machines); replaceably mounted carbide inserts on steel shanks (parts of machines); cut off blades (parts of machines); cut off tools (including blades for machines); combination drill and countersink (parts of machines); end mills (parts of machines); boring tools; engraving tools (parts of machines), radius tools (parts of machines), split -end radius tools (parts of machines); runner cutters (parts of machines); mold making end mills (parts of machines); threading tools; grooving tools; drills (parts of machines); counter sinks; carbide screw machine tools (machines) ; sintered carbide toll blanks and inserts (parts of machines); single and multiple point cutting tools and carbide tipped cutting tools (parts of machines), IC 007	Renewal dl 11/6/2025
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 18580-013	Canada	1,476,971	04/14/2010	TMA847,849	04/08/2013	Machine tooling system for metals namely, quick change carbide boring, grooving, profiling, threading and cutting tools, IC 007	Renewal dl 04/08/2028
SPEEDY SHARP 18580-016	Canada	1378278	01/08/2008	TMA748443	09/23/2009	Hand held knife sharpener, IC 008	Renewal dl 09/23/2024

HI-MICRO TOOL CORPORATION

 TRADEMARK 512-006	France	309701	09/24/1991	1695069	09/24/1991	Machinery and machine tools; Engines (except for land vehicles); Couplings and drive belts (except for land vehicles); Agricultural implements; Carbide tools (parts of machines); solid carbide (machine parts), Braised carbide end caps on steel rods (machine parts), replaceable inserts mounted on steel rods (machine parts), cutting blades (machine parts), milling machines, drilling tools (machine parts); tapping tools for machine tools, grooving tools (machine parts);	Renewal dl 09/24/2021
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MICRO 100 TOOL CORPORATION

drills (machine parts);
milling drills (machine
parts); carbide screw
machine tools; preforms
and inserts; sintered
carbide tools (machine
parts); single-point and
multi-point cutting tools
and bit cutting tools for
machining solid
materials (machine
parts); welding
equipment (machine
parts); bearings
(machine parts);
braiding machines;
chucks (machine parts),
control mechanisms
(machines) and machine
cables; heat engines or
electric motors (other
than for land vehicles);
crankcases (machine
parts); cylinders and
cylinder heads;
machines, die cutting
machines; stamping or
tapping machines;
drilling bits (machine
parts), heads (parts of
machines) and drilling
machines; mechanically
driven hand tools

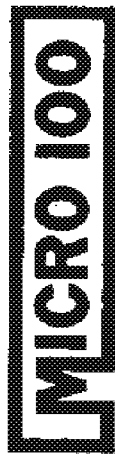
IC 007

TRADEMARK

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MICRO 100 TOOL CORPORATION

	Germany	2913990	01/01/1995	2913990	08/17/1998	Renewal dl 01/31/2025
<p>Machines and parts therefor, namely machine tools, machine tools, motors and engines (except for land vehicles), machine couplings and drives (except for land vehicles), threading tools for machine tools, carbide screw machine tools, soldering and welding apparatus, machine parts, braiding and bobbins, Control mechanisms and cables for machinery, internal combustion or electric motors, machine and machinery protection panels, cyinders and cylinder heads, swaging presses, punching and tapping machines, drills, soil tillage implements, cemented carbide tools, solid carbide tools, carbide tipped steel cones, interchangeable inserts on steel cones, Cutting blades, end mills, drills, grooving tools, drills, countersinks, sintered blanks and inserts for cemented carbide tools,</p>						



18512-005

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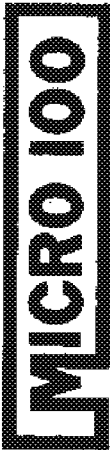
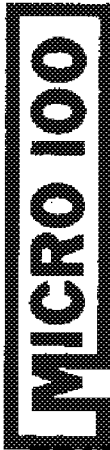
<p>single point and veif point cutting tools for processing solid materials, drilling apparatus, chip chucks, drills, drill heads , IC 007</p>						
<p>machines, machines- tools and tools for machines-tools; carbide tools; solid carbide tools; solidied carbide caps in steel handles; substitute parts inserted in steel handles; cutting leaves; mango strawberries; perforating tools; yarn tools for machines-tools, striped tools; drill bits; aviladoras; machines- carbide tool for mortar; cartridges and parts of sintered carbide tools; tools with simple or multiple cutting and cutting tools molded for the machining of hard materials; porta-tools (machine parts); troqueles; broaching tools; shoes; machines and tools for dieing, stamping, drilling and threading; manual tools</p>	<p>04/22/1996</p>	<p>MI1657201</p>	<p>09/23/1991</p>	<p>1657201</p>	<p>Spain</p>	<p>renewal di 09/23/2021</p>



18512-007

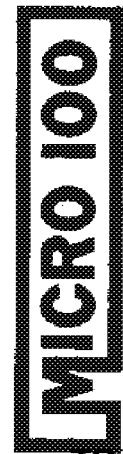
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 <p>18512-004</p>	Italy	RM001390	09/12/1991	610339	09/12/1991	Mechanically impulsed, IC 007	Renewal dl 09/12/2021
 <p>18512-003</p> <p>TRADEMARK</p>	Switzerland	6349/1991.4	09/16/1991	394587	07/20/1992	Machinery and parts of machines for the transport of metals and carbons, machine tools and outlets for machine tools; carbide or carbide tooling; solid carbide tools; pellets or carbide heads brazed on steel rods; inserts or inserts removably attached to steel rods; cutting or cutting blades; end mills; bore tools; outlines to file-machine tools; grooving tools; out of the body; conical	Renewal dl 06/16/2021

MICRO 100 TOOL CORPORATION

<p>fractal; carbide tools for peeling machines; blanks or blanks of sintered carbide tools and plates; single or multi - point cutting tools and pellet cutting tools for machining solid materials; toolholders; chucks; dies and dies; outlines of broaching; machines and tools for machining dies and dies, stamping and tapping; hand tools with mechanical drive , IC 007</p>						<p>Renewal dl 09/06/2021</p>
<p>Machine for as far as fitting in other classes machine tools; motors (except for land vehicles); machine coupling rings (except for land vehicles); agricultural implements; carbide tools; solid carbide reef shards; carbide-tipped germm on state shafts (freedded); inserts mounted in an exchangeable manner on steel shafts; measure "cut-off"; einmills, drilling tools; threading</p>	<p>09/06/1991</p>	<p>0514817</p>	<p>09/06/1991</p>	<p>00768872</p>	<p>Benelux</p>	<p>Renewal dl 09/06/2021</p>



512-002

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MICRO 100 TOOL CORPORATION

tools for machine tools;
rewrite for making
grooves; countersinks;
carbide screw-making
machines; solid carbide
tool blanks and point
cutting tools for
machine processing of
solid materials;
soldering and welding
machines; camp; drills,
picks and other drill
instruments; braiding
machines; clamp so-
called chucks; burial
mechanisms and cables
for machines, motor
motors or motors;
engine has; cylinders
and cylinder heads; die
cutting, stamping and
(wire) cutting machines;
drill bits, buy and
machines; Mechanically
hand-operated.
, IC 007

TRADEMARK