

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM636069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trilink Saw Chain, LLC		12/31/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Arrowhead Electrical Products, Inc.		
Street Address:	3705 95th Ave. N.E.		
City:	Blaine		
State/Country:	MINNESOTA		
Postal Code:	55014		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3683891	CENTRI-LUBE	
Registration Number:	3489724	SABRE	
Registration Number:	3985442	SABRE	
Registration Number:	6002817	SABRE	
Registration Number:	6002818	SABRE	
Registration Number:	5570944	SLIPS	
Registration Number:	5570945	SLIPS	
Registration Number:	4250093		
Registration Number:	4250259	TRILINK	
Registration Number:	6008417	TRILINK SAFETY	
Registration Number:	3651616	TRILINK SAW CHAIN	
Registration Number:	3551732	TRILINK SAW CHAIN	
Registration Number:	3715225	TRILINK SAW CHAIN	
Registration Number:	4763721	TRILINK SAW CHAIN	
Registration Number:	5950499	WOODSMAN	
Registration Number:	5521305	WOODSMAN	
CORRESPONDENCE DATA			
Fax Number:	19690.6		

OP \$415.00 3683891

TRADEMARK

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: 6126046718
Email: trademark@winthrop.com
Correspondent Name: Michael T. Olsen
Address Line 1: 225 South Sixth Street
Address Line 2: Capella Tower, Suite 3500
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Michael T. Olsen
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SIGNATURE:	/mto/
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DATE SIGNED:	04/01/2021
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Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of December 31, 2020 (“**Effective Date**”), is entered into by and among Trilink Saw Chain, LLC, a Florida limited liability company (“**Assignor**”) in favor of Arrowhead Electrical Products, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignee has entered into an Asset Purchase Agreement, dated as of the Effective Date (as amended, modified or supplemented from time to time in accordance with its terms, the “**Purchase Agreement**”), by and among Assignor, Assignee, Trilink Global, LLC, a Florida limited liability company, Kezi Qiu, Jacob Grant, Mark Traylor, Weidong Jin and Mark Traylor in his capacity as the Sellers Representative, pursuant to which Seller has agreed to sell, assign, transfer, convey and deliver the Purchased Assets, free and clear of all Liens, to Buyer.

WHEREAS, the Purchased Assets of the Assignor include the trademark registrations and trademark applications set forth on Schedule A (the “**Assigned Trademarks**”).

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

SECTION 1. Definitions. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.

SECTION 2. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of such Assignor’s right, title and interest in, free and clear of all Liens, to and under the Assigned Trademarks, together with all the goodwill associated with the use of or symbolized by the Assigned Trademarks, all rights of enforcement and the rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present, and future infringements, unfair competition, passing off or other conflicts relating to the Assigned Trademarks, including the right to compromise, sue for and collect such profits and damages, all rights of priority resulting from the filing of the Assigned Trademarks, and all other rights, including common law rights, relating to the Assigned Trademarks, to the extent such rights exist or may exist in the future, each to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by such Assignor had this Assignment not been made.

SECTION 3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and any other official of any applicable Governmental Entity in any other applicable jurisdictions, to record and issue any and all registrations from any and all applications for registration included in the Assigned Trademarks in the name of the Assignee.

SECTION 4. Further Assurances.

(a) At the request of Assignee and at the reasonable expense of Assignee, (or its successors, assigns or legal representatives), Assignor shall timely execute and deliver any additional documents and perform any additional acts that Assignee or its counsel may request to assist in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Assigned Trademarks.

(b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 4(a), Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by the Assignor.

SECTION 5. Subject to Purchase Agreement. This Assignment is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

SECTION 6. Counterparts. This Assignment and any amendments hereto may be executed in counterparts, including by electronic transmission in .pdf format, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

SECTION 7. Successors and Assigns. This Assignment will be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns.

SECTION 8. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Trademark Assignment Agreement and the Schedule hereto shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

SECTION 9. Jurisdiction. Any suit, Action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether at Law or in equity, in contract or in tort) shall be brought and determined exclusively in the Delaware Court of Chancery of the State of Delaware; provided that, if the Delaware Court of Chancery does not have jurisdiction, any such suit, Action or proceeding shall be brought exclusively in the United States District Court for the District of Delaware or any other court of the State of Delaware, and each of the Parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, Action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any

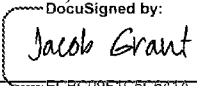
objection which it may now or hereafter have to the laying of the venue of any such suit, Action or proceeding in any such court or that any such suit, Action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, Action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 11.03 of the Purchase Agreement shall be deemed effective service of process on such Party.

[Signature Pages Follow]

IN WITNESS WHEREOF, the party hereto has caused this Assignment to be executed by a duly authorized officer as of the Effective Date.

ASSIGNOR:

Trilink Saw Chain, LLC

By:  DocuSigned by:
Name: Jacob Grant
Title: President

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the party hereto has caused this Assignment to be executed by a duly authorized officer as of the Effective Date.

ASSIGNEE:

Arrowhead Electrical Products, Inc.

By: 



Name: Bradley J. Roberts

Title: Vice President and Secretary

[Signature Page to Trademark Assignment]

SCHEDULE A
ASSIGNED TRADEMARKS

Mark	Jurisdiction	Reg. No. Reg. Date	Owner
CENTRI-LUBE	Canada	TMA804975 Aug 23, 2011	TriLink Saw Chain, LLC
CENTRI-LUBE	European Union	007166242 May 28, 2009	TriLink Saw Chain, LLC
CENTRI-LUBE	Mexico	1084321 Feb 13, 2009	TriLink Saw Chain, LLC
CENTRI-LUBE	USA	3683891 Sep 15, 2009	TriLink Saw Chain, LLC
SABRE	USA	3489724 Aug 19, 2008	TriLink Saw Chain, LLC
SABRE	USA	3985442 Jun 28, 2011	TriLink Saw Chain, LLC
SABRE	USA	6002817 Mar 3, 2020	TriLink Saw Chain, LLC
SABRE (and design) 	USA	6002818 Mar 3, 2020	TriLink Saw Chain, LLC
SLIPS	USA	5570944 Sep 25, 2018	TriLink Saw Chain, LLC
SLIPS (and design) 	USA	5570945 Sep 25, 2018	TriLink Saw Chain, LLC
Three-Ring Logo 	Australia	1515457 Feb 20, 2013	TriLink Saw Chain, LLC
Three-Ring Logo 	Brazil	840303351 Oct 6, 2015	TriLink Saw Chain, LLC
Three-Ring Logo 	Canada	922748 Dec 8, 2015	TriLink Saw Chain, LLC

Mark	Jurisdiction	Reg. No. Reg. Date	Owner
Three-Ring Logo 	European Union	011201977 Jan 30, 2013	TriLink Saw Chain, LLC
Three-Ring Logo 	Mexico	1349710 Feb 21, 2013	TriLink Saw Chain, LLC
Three-Ring Logo 	Russian Federation	505973 Feb 10, 2014	TriLink Saw Chain, LLC
Three-Ring Logo 	USA	4250093 Nov 27, 2012	TriLink Saw Chain, LLC
TRILINK	Australia	1428822 Feb 10, 2012	TriLink Saw Chain, LLC
TRILINK	European Union	011473171 Jun 6, 2013	TriLink Saw Chain, LLC
TRILINK	India	4300275 Sep 12, 2020	TriLink Saw Chain, LLC
TRILINK	USA	4250259 Nov 27, 2012	TriLink Saw Chain, LLC
TRILINK SAFETY	USA	6008417 Mar 10, 2020	TriLink Saw Chain, LLC
TRILINK SAW CHAIN	Australia	1428823 Feb 10, 2012	TriLink Saw Chain, LLC
TRILINK SAW CHAIN	Brazil	840319975 Oct 13, 2015	TriLink Saw Chain, LLC
TRILINK SAW CHAIN	Canada	TMA956935 Dec 1, 2016	TriLink Saw Chain, LLC
TRILINK SAW CHAIN	China	6227016 Jun 7, 2010	TriLink Saw Chain, LLC
TRILINK SAW CHAIN	China	6227015 Mar 21, 2010	TriLink Saw Chain, LLC

Mark	Jurisdiction	Reg. No. Reg. Date	Owner
TRILINK SAW CHAIN	European Union	006142211 Jul 24, 2008	TriLink Saw Chain, LLC
TRILINK SAW CHAIN	India	4300276 Sep 12, 2020	TriLink Saw Chain, LLC
TRILINK SAW CHAIN	Mexico	1354599 Mar 14, 2013	TriLink Saw Chain, LLC
TRILINK SAW CHAIN	Russian Federation	505197 Jan 29, 2014	TriLink Saw Chain, LLC
TRILINK SAW CHAIN	Turkey	201219680 Mar 12, 2013	TriLink Saw Chain, LLC
TRILINK SAW CHAIN	USA	3651616 Jul 7, 2009	TriLink Saw Chain, LLC
TRILINK SAW CHAIN	USA	3551732 Dec 23, 2008	TriLink Saw Chain, LLC
TRILINK SAW CHAIN	USA	3715225 Nov 24, 2009	TriLink Saw Chain, LLC
TRILINK SAW CHAIN	USA	4763721 Jun 30, 2015	TriLink Saw Chain, LLC
WOODSMAN	Canada	TMA1055179 Sep 18, 2019	TriLink Saw Chain, LLC
WOODSMAN	USA	5950499 Dec 31, 2019	TriLink Saw Chain, LLC
WOODSMAN	USA	5521305 Jul 17, 2018	TriLink Saw Chain, LLC