

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triangle Tool Corporation		06/14/2021	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Triangle Tool, LLC		
Street Address:	8609 W. Port Ave.		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53224		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1342058	TRIANGLE TOOL	
Registration Number:	1331728	TT	
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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	06/16/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement is entered into as of June 14, 2021 (this "Assignment Agreement"), by and between Triangle Tool Corporation, a Wisconsin corporation ("Assignor"), and Triangle Tool, LLC ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment and delivery by Assignor to Assignee of the Company Group Intellectual Property Rights.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.
2. Assignment. Effective as of the date hereof, in accordance with the terms of the Purchase Agreement, Assignor hereby irrevocably sells, assigns, conveys, transfers, sets over, and delivers to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Company Group Intellectual Property Rights and all goodwill associated therewith and symbolized thereby and all rights and privileges related or pertaining to the Company Group Intellectual Property Rights (including all rights and privileges to the foregoing under any employment agreements, non-disclosure agreements, and intellectual property assignment agreements), including all worldwide right, title and interest in and to the following Company Group Intellectual Property Rights, as applicable:
 - (a) utility patents, utility model patents, design patents and industrial designs and inventors' certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing (the "Transferred Patents"), including the Transferred Patents identified in Exhibit A, any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Transferred Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors' certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

- (a) trademarks, trademark applications and registrations, trade names, common law trademarks, service marks, service names, brands, trade dress and logos, domain names and social media accounts (the “Transferred Trademark, Domains and Accounts”), including the Transferred Trademark, Domains and Accounts in Exhibit A, all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignor to which the Transferred Trademark, Domains and Accounts pertain, all goodwill associated with any of the foregoing and the ongoing and existing business to which the Transferred Trademarks, Domains and Accounts pertain, and any other trademarks, trade names, service marks, service names, brands, trade dress and logos intentionally similar or confusingly similar to any of the foregoing;
- (b) works of authorship, copyrights and design rights, copyrights applications and registrations, mask works, software, databases, associated data and related documentation, and all rights therein (the “Transferred Copyrights”), including the Transferred Copyrights identified in Exhibit A, all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;
- (c) confidential and proprietary information and trade secrets, including processes, designs, drawings, algorithms, source code, methods, specifications, reports, analyses, data analytics, technology, know-how, techniques, formulas, recipes, invention disclosures, inventions (whether or not patentable), concepts, discoveries, ideas, developments, improvements, technical data, research and development, compositions, manufacturing and production processes, technical data and information, customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals (the “Transferred Trade Secrets”);
- (d) all other intellectual property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing ((a) through (e) are collectively referred to as the “Transferred Intellectual Property”), the same to be held and enjoyed by Assignee, its successors and assigns;
- (e) all of Assignor’s right to file patent, trademark and copyright applications in the United States and throughout the world for the Transferred Intellectual Property in the name of Assignee, its successors and assigns; and
- (f) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Transferred Intellectual Property, including all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Transferred Intellectual Property, and all rights corresponding thereto throughout the world for the Transferred Intellectual Property rights assigned herein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and the corresponding entities, agencies or registrars in the United States or any applicable foreign jurisdictions, whose duty is to issue patents, trademarks, copyrights or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Transferred Patents, Transferred Trademark, Domains and Accounts and Transferred Copyrights, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 2, above, including upon request by Assignee to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Transferred Intellectual Property in all jurisdictions and to record Assignee as owner of the Transferred Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will do all things reasonably necessary to reasonably assist Assignee in transferring all domain names that are Transferred Intellectual Property, including as applicable, placing each of the domain names in "unlocked" status and provide Assignee the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor's right, title and interest in the domain names to Assignee. Assignor shall not assert any right, title or interest in or to any of the Transferred Intellectual Property and shall not use any of the Transferred Intellectual Property except as may be expressly authorized by Assignee in writing.
5. Interpretation. The use of the masculine, feminine or neuter gender or the singular or plural form of words used herein (including defined terms) will not limit any provision of this Assignment Agreement. The terms "include," "includes" and "including" are not intended to be limiting and will be deemed to be followed by the words "without limitation" (whether or not they are in fact followed by such words) or words of like import. Reference to a particular Person includes such Person's successors and assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement. The Exhibits identified in this Assignment Agreement are incorporated into this Assignment Agreement by reference and made a part hereof. The Section and Exhibit headings contained in this Assignment Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Assignment Agreement.
6. Governing Law. This Agreement, and all Actions arising under or in connection with this Agreement, will be governed by and construed in accordance with the domestic substantive laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction.
7. Jurisdiction. Each party to this Assignment Agreement, by his, her, or its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the Circuit Court of Milwaukee County of the State of Wisconsin located in Milwaukee, Wisconsin (or, if but only if such court lacks jurisdiction, the United States District Court for the District of Wisconsin) for the purpose of any Action between any of the parties hereto arising in whole or in part under or in connection with this Assignment Agreement, or the negotiation, terms or performance hereof or thereof (whether sounding in contract, tort or otherwise), (b) hereby waives to the extent not prohibited by applicable Laws, and agrees not to assert, by way of motion, as a defense or otherwise, in any such Action, any claim that he, she or it is not subject personally to the jurisdiction of the above-named courts, that venue in such courts is improper, that his, her or its property is exempt or immune from attachment or execution, that any such Action brought in the above-named courts should be dismissed on grounds of forum non conveniens or improper venue, that such Action should be transferred or removed to any courts other than the above-named courts, that such Action should be stayed by reason of the pendency of some other Action in any other court other than the above-named courts or that this Agreement or the subject matter hereof may not be enforced in or by such courts, and (c) hereby agrees not to commence or prosecute any such Action other than before the above-named courts. Notwithstanding the

foregoing, a party hereto may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by the above-named courts.

8. Counterparts; Facsimile Signatures. The parties may execute this Assignment Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Assignment Agreement is effective upon delivery of one executed counterpart from each party to the other party. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.
9. Waivers. The failure of a party at any time or times to require performance of any provision hereof or claim damages with respect thereto will in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Assignment Agreement will be effective unless in writing, and no waiver in any one or more instances will be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.
10. Severability. Any term or provision of this Assignment Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable Laws, be invalid or unenforceable in any respect, each party intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable Laws and to otherwise give effect to the intent of the parties.
11. Binding Effect. This Assignment Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns.
12. No Third Party Beneficiaries. Nothing in this Assignment Agreement is intended to confer any rights or remedies, whether express or implied, on any Persons other than the parties and their successors and permitted assigns.
13. Entire Agreement. This Assignment Agreement and the Purchase Agreement constitute the full and entire understanding and agreement among the parties with respect to the subject matter hereof and thereof and supersede any and all prior agreements, arrangements and understandings, both written and oral, with respect to the subject matter hereof and thereof.
14. Amendment. This Assignment Agreement may not be amended, supplemented or otherwise modified except in a written document signed by each party to be bound by the amendment and that identifies itself as an amendment to this Assignment Agreement.

signature page follows

IN WITNESS WHEREOF, each of the undersigned has executed this Assignment Agreement as an agreement under seal as of the date first above written.

ASSIGNEE:

TRIANGLE TOOL, LLC

By: 

Name: J. David Foster

Title: Vice President and Assistant Secretary

ASSIGNOR:

TRIANGLE TOOL CORPORATION

By: 

Name: LeRoy D. Luther

Title: President

EXHIBIT A

Transferred Intellectual Property

Transferred Trademark, Domains and Accounts:

Trademarks:

Word Mark	Jurisdiction	Serial Number	Filing Date	Registration Date	Registration Number	Owner
TRIANGLE TOOL	U.S.A.	73489121	July 9, 1984	June 18, 1985	1342058	TRIANGLE TOOL CORPORATION
TT	U.S.A.	73488722	July 6, 1984	April 23, 1985	1331728	TRIANGLE TOOL CORPORATION

Domain Names:

TTOOL.NET
TRIANGLETOOLCORP.COM
FLUIDENDMACHINING.COM
FRACBLOCKMACHINING.COM
MACHININGFLUIDENDS.COM
MACHININGFRACBLOCKS.COM

Social Media Accounts:

N/A

Transferred Copyrights:

N/A