# CH \$215.00 3677(

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM657785

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Astralloy Steel Products, Inc.		04/30/2021	Corporation: ALABAMA

#### **RECEIVING PARTY DATA**

Name:	SSAB US Holding, LLC	
Street Address:	801 Warrenville Road	
Internal Address:	Suite 800	
City:	Lisle	
State/Country:	ILLINOIS	
Postal Code:	60532	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3677098	ASTRALLOY 4800
Registration Number:	3161396	EB-450
Registration Number:	3084316	ARMOR V
Registration Number:	1574380	ROL-MAN
Registration Number:	1370871	ASTRALLOY
Registration Number:	1295638	BP6:33
Registration Number:	1007790	TRIP-L-TUFF
Registration Number:	1097780	ASTRALLOY-V

#### CORRESPONDENCE DATA

**Fax Number:** 3124568435

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:** 3124568400

Email:chiipmail@gtlaw.comCorrespondent Name:Greenberg Traurig, LLPAddress Line 1:77 W. Wacker Drive

Address Line 2: Suite 3100

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER: Jeffrey P. Dunning

SIGNATURE:	/Jeffrey P. Dunning/			
DATE SIGNED:	07/02/2021			
Total Attachments: 5				
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### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "<u>Assignment</u>") is made and entered into as of April 30, 2021 (the "<u>Effective Date</u>") by and between Astralloy Steel Products, Inc., an Alabama Corporation ("<u>Assignor</u>"), and SSAB US Holding, LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of the trademark registrations listed on Exhibit A hereto that are used by Assignee in its business (the "Trademarks"); and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to effect the assignment by Assignor, and the acceptance by Assignee, of all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts all of Assignor's right, title and worldwide interest, in and to the Trademarks, including: (a) all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks; (b) all registrations obtained by Assignor for the Trademarks, if any, including all extensions and renewals thereof; (c) the right to file any document to maintain the Trademarks and any associated registrations; (d) all common law trademark rights in the Trademarks; (e) the right to file applications for registration of the Trademarks worldwide; (f) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom; and (g) all rights corresponding with any of the foregoing throughout the world.
- 2. This Assignment may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.
- 3. The waiver by any party of any breach or violation by another party of any provision of this Assignment or of any right or remedy of the waiving party in this Assignment (a) shall not waive or be construed to waive any subsequent breach or violation of the same provision, unless expressly contemplated in such waiver, (b) shall not waive or be construed to waive a breach or violation of any other provision, and (c) shall be in writing and may not be presumed or inferred from any party's conduct.
- 4. If any provision of this Assignment is held or determined to be illegal, invalid or unenforceable under any present or future law by a court of competent jurisdiction: (a) such provision will be fully severable; (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, Assignor and Assignee agree to negotiate in good faith a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.
- 5. Except as otherwise specifically provided herein, this Assignment is subject to and shall be interpreted in accordance with the terms and conditions of that certain Asset Purchase Agreement dated March 3, 2021, by and among Assignor, Assignee and Nucor Corporation (the "Purchase Agreement"). All notices and other communications hereunder shall be as set forth in the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

- 6. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to any state's conflicts of laws rules.
- 7. The terms and provisions of this Assignment are intended solely for the benefit of the parties, and their respective successors and permitted assigns, and are not intended to confer third-party beneficiary rights upon any other party.
- 8. This Assignment may be executed in two or more counterparts (and with facsimile, pdf or electronic signatures), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding Assignment when one or more of the counterparts have been signed by each of the parties hereto and delivered to the other party.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASTRALLOY STEEL PRODUCTS, INC.

Name: Brenda Schulz

Title: Assistant Secretary

SSAB US HOLDING, LLC

By: \_\_\_\_\_\_ Name: Colleen Phillip

Name: Colleen Phillip Title: Vice President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

# ASTRALLOY STEEL PRODUCTS, INC.

By:
Name: Brenda Schulz
Title: Assistant Secretary

SSAB US HOLDING, LLC

Name: Colleen Phillip Title: Vice President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

## EXHIBIT A – TRADEMARKS

Mark	Registration No.	Serial No.
ASTRALLOY 4800	3,677,098	77/281,890
EB-450	3,161,396	76/638,402
ARMOR V	3,084,316	76/638,404
ROL-MAN	1,574,380	73/753,568
ASTRALLOY	1,370,871	73/497,962
BP6:33	1,295,638	73/374,383
TRIP-L-TUFF	1,007,790	73/033,021
ASTRALLOY-V	1,097,780	72/460,970

RECORDED: 07/02/2021