

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lincoln Manufacturing, Inc.		07/01/2021	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Barentz North America, LLC		
Street Address:	1390 Jaycox Road		
City:	Avon		
State/Country:	OHIO		
Postal Code:	44011		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5734690	LINATURAL	
Registration Number:	5734691	LINCOCIDE	
Registration Number:	5724606	LINCOLN MFG-USA	
Registration Number:	5734689	LINCOSERVE	
Registration Number:	6102636	LINPRO	
Registration Number:	5734706	LINPURE	
Registration Number:	5740642	LINTELLIGENCE	
Registration Number:	6102635	LINVERDURA	
Registration Number:	5563697	MULTIFUNCTIONAL CHEMISTRY BY NATURE	
Registration Number:	6324243	NUSOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2163639001		
<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:	216-363-9177		
Email:	GHUANG@faysharpe.com		
Correspondent Name:	GEORGE HUANG		
Address Line 1:	1228 Euclid Ave Fifth Floor		
Address Line 4:	Cleveland, OHIO 44115		

OP \$265.00 5734690

NAME OF SUBMITTER:	George P. Huang
SIGNATURE:	/George P. Huang/
DATE SIGNED:	07/27/2021
Total Attachments: 8 source=TM_Assignment_Barentz#page1.tif source=TM_Assignment_Barentz#page2.tif source=TM_Assignment_Barentz#page3.tif source=TM_Assignment_Barentz#page4.tif source=TM_Assignment_Lincoln#page1.tif source=TM_Assignment_Lincoln#page2.tif source=TM_Assignment_Lincoln#page3.tif source=TM_Assignment_Lincoln#page4.tif	

Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into on July 1, 2021, by Lincoln Manufacturing, Inc., a Rhode Island corporation ("Assignor") and Barentz North America, LLC, f/k/a Maroon Group, LLC, a Delaware limited liability company ("Assignee") (each a "Party" and collectively, the "Parties").

WHEREAS, Assignor and Assignee entered into that certain (i) Asset Purchase Agreement and (ii) Intellectual Property Assignment Agreement, each dated as of July 1, 2021 (collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Transaction Agreements");

WHEREAS, pursuant to the Transaction Agreements, Assignor has conveyed, assigned and transferred to Assignee all of Assignor's rights in and to the Assigned IP Assets (defined therein), including the trademark registrations and applications identified on Schedule 1 hereto (collectively, the "Trademarks"), and all goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Transaction Agreements, the Assignee has acquired and accepted all of Assignor's rights in and to the Assigned IP Assets, including the Trademarks.

NOW, THEREFORE, in accordance with the Intellectual Property Agreement and in consideration of the mutual agreements set forth in this Assignment and the Intellectual Property Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used herein and not defined herein have the meanings set forth in the Transaction Agreements.
2. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases, assumes and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.
3. Authorization. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Trademarks in the appropriate jurisdiction

and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

4. Governing Law. This Assignment and any claims, controversy, dispute or causes of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Assignment shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to any principle of conflicts of law that could require the application of any other law.

5. Entire Agreement. This Assignment, together with the Transaction Agreements, and the exhibits and schedules hereto and thereto, contain the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties hereto with respect to the subject matter hereof other than those set forth or referred to herein or therein. No provisions of this Assignment shall be deemed waived, amended, supplemented or modified by any Party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party hereto. The Parties hereto intend that this Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Transaction Agreements, which govern the Parties' rights and interests in the Trademarks. In the event of a conflict between this Assignment and the Transaction Agreements, the terms of the Transaction Agreements shall govern.

6. Disclaimer. This Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

7. Further Assurances. Each Party covenants and agrees that, without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate this Assignment.

8. Counterparts. This Assignment may be signed in counterparts, none of which shall be deemed to be binding unless and until all Parties have signed this Assignment. Facsimile or portable document format (PDF) signatures shall be treated as original signatures for all purposes hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

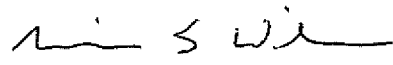
ASSIGNOR

LINCOLN MANUFACTURING, INC.

By: _____
Name:
Title:

ASSIGNEE

BARENTZ NORTH AMERICA, LLC

By: 
Name: Brian S. Wilson
Title: Chief Financial Officer

SCHEDULE 1

Trademark Registrations and Applications

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Status
1.	LINATURAL	United States	87611815 18-SEP-2017	5734690 23-APR-2019	5	Registered
2.	LINCOCIDE	United States	87611832 18-SEP-2017	5734691 23-APR-2019	5	Registered
3.	LINCOLN MFG-USA	United States	87558067 07-AUG-2017	5724606 16-APR-2019	5 42	Registered
4.	LINCOSERVE	United States	87611794 18-SEP-2017	5734689 23-APR-2019	5	Registered
5.	LINPRO	United States	87929262 21-MAY-2018	6102636 14-JUL-2020	1	Registered
6.	LINPURE	United States	87624221 27-SEP-2017	5734706 23-APR-2019	1	Registered
7.	LINTELLIGENCE	United States	87611808 18-SEP-2017	5740642 30-APR-2019	5	Registered
8.	LINVERDURA	United States	87929257 21-MAY-2018	6102635 14-JUL-2020	1	Registered
9.	MULTIFUNCTIONAL CHEMISTRY BY NATURE	United States	87558059 07-AUG-2017	5563697 18-SEP-2018	5 42	Registered
10.	NUSOLUTIONS	United States	88980562 11-JAN-2019	6324243 13-APR-2021	1	Registered

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WHEREAS, pursuant to the Transaction Agreements, the Assignee has acquired and accepted all of Assignor's rights in and to the Assigned IP Assets, including the Trademarks.

NOW, THEREFORE, in accordance with the Intellectual Property Agreement and in consideration of the mutual agreements set forth in this Assignment and the Intellectual Property Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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3. Authorization. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Trademarks in the appropriate jurisdiction

and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

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[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR

LINCOLN MANUFACTURING, INC.

By: 
Name: Peter L. Katz
Title: President

ASSIGNEE

BARENTZ NORTH AMERICA, LLC

By: _____
Name:
Title:

{Signature Page to Trademark Assignment Agreement}

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