

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM669255

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NCH Corporation		08/31/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lawson Products, Inc.		
<b>Street Address:</b>	8770 W. Bryn Mawr Avenue		
<b>Internal Address:</b>	Suite 900		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60631		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88271590	CLEAR TEX	
<b>Registration Number:</b>	2292342	CRYOBIT	
<b>Registration Number:</b>	2267027	CRYOBIT	
<b>Registration Number:</b>	4785975	CRYO-BURR	
<b>Serial Number:</b>	88889542	CRYOCLAD	
<b>Registration Number:</b>	2381092	CRYOFLEX	
<b>Serial Number:</b>	88889482	CRYOMAGNA	
<b>Serial Number:</b>	88889391	CRYOSTEP	
<b>Registration Number:</b>	2480540	CRYOTAP	
<b>Registration Number:</b>	3843847	CRYOTAP	
<b>Registration Number:</b>	4968270	CRYOTOOL	
<b>Registration Number:</b>	1859574	DURATRODE	
<b>Registration Number:</b>	1367233	MEGA METAL	
<b>Registration Number:</b>	1367232	MEGA METAL	
<b>Registration Number:</b>	5182876	MEGA-SHOT	
<b>Registration Number:</b>	5839547	MEGASPANSION	
<b>Registration Number:</b>	5182877	MEGA-VERSE	
<b>Registration Number:</b>	4252739	PARTSMaster	

CH \$565.00 88271590

Property Type	Number	Word Mark
Registration Number:	2437936	QUIK-FIRE
Registration Number:	1463312	TRUST-X
Registration Number:	4238122	HIDO
Registration Number:	3117515	PARTSMAS-TER

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 3124041569  
**Email:** avilleneuve@duanemorris.com  
**Correspondent Name:** Alain Villeneuve  
**Address Line 1:** 190 South LaSalle  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>NAME OF SUBMITTER:</b>	Alain Villeneuve
<b>SIGNATURE:</b>	/Alain Villeneuve/
<b>DATE SIGNED:</b>	08/20/2021

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of August 31, 2020 (this “Assignment” and related Schedules, which are incorporated into and made a part of this Assignment), is made and entered into by and among **NCH Corporation**, a Delaware corporation, with an address at 2727 Chemsearch Boulevard, Irving, Texas 75062 (the “Assignor”), and **Lawson Products, Inc.**, an Illinois corporation, with an address at 8770 W. Bryn Mawr Avenue, Suite 900, Chicago, IL 60631 (the “Assignee”). Assignor and Assignee are sometimes herein referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”); and

WHEREAS, in connection with the consummation of the Purchase Agreement, Assignor desires to assign all right, title and interest in and to the intellectual property set forth in Exhibit A hereto (the “Intellectual Property”) to Assignee, together with (i) all renewals and extensions of the foregoing, (ii) all of the goodwill and common law rights associated with the foregoing, and (iii) all rights to sue and recover for any past, present and future infringement, dilution, damage or injury to any of the foregoing, the same to be held and enjoyed hereinafter by Assignee and its successors and assigns, and Assignee desires to acquire same.

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

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Intellectual Property, whether statutory or at common law, together with all renewals and extensions, all goodwill and common law rights arising from or related to the Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages in respect of the Intellectual Property whether accruing from past, present and future infringement of the Intellectual Property or otherwise, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Intellectual Property herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Intellectual Property from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Intellectual Property as Assignee shall reasonably request, at Assignee’s sole expense.

3. Unassignable Rights. To the extent any of the Intellectual Property cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Intellectual Property) unassignable Intellectual Property or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Intellectual Property. In the event any such unassignable Intellectual Property subsequently become assignable, Assignor shall promptly take all reasonable and necessary action to assign such Intellectual Property to Assignee, at Assignee's sole expense.

4. Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office, United States Copyright Office, or with respect to any foreign patents, trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Intellectual Property and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

5. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Intellectual Property as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

8. Governing Law. The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and related Schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and related Schedules attached hereto, and the performance of the obligations imposed by this Assignment, 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.

9. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

10. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

11. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

12. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

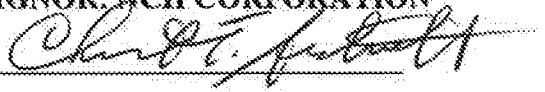
13. Purchase Agreement. Nothing in this Assignment shall alter any liability or obligation of Assignor, Assignee or any Seller arising under the Purchase Agreement, which shall govern the representations, warranties, and obligations of the parties thereto with respect to the Intellectual Property. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, then the terms of the Purchase Agreement shall control.

14. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by their duly authorized representatives effective on the date first written above.

ASSIGNOR: NCH CORPORATION

By: 

Name: Christopher T. Sortwell

Title: Executive Vice President &  
Chief Financial Officer

ASSIGNEE: LAWSON PRODUCTS, INC.

By:

A handwritten signature in black ink, appearing to read "Michael G. DeCata", written over a horizontal line.

Name: Michael G. DeCata

Title: President & CEO

## SCHEDULE

### 1. Copyrights:

<u>Item</u>	<u>Country</u>	<u>Status</u>	<u>Number</u>	<u>Date</u>
<u>CATALOG SHEET DYNA U-LINK CHAIN MAINTENANCE SYSTEM</u>	United States of America	Registered	TX0001611007	3/1/1985
<u>PRODUCT LABEL KLING ON</u>	United States of America	Registered	TX0000583407	11/17/1980

### 2. Trademarks:

<u>Mark</u>	<u>Country</u>	<u>Serial and Registration Number(s)</u>	<u>Registration Date</u>	<u>Status</u>
<u>CLEAR TEX</u>	Canada	Application: 1,942,219  Registration: N/A	Filed 01/23/2019	Pending
<u>CLEAR TEX</u>	United States of America	Serial: 88/271,590  Registration: N/A	Filed 1/22/2019	Allowed
<u>CRYOBIT</u>	United States of America	Serial: 75/494,493  Registration: 2,292,342	8/11/1999	Registered; renewed in 2019.
<u>CRYOBIT</u>	United States of America	Serial: 75/495461  Registration: 2,267,027	8/3/1999	Registered; renewed in 2019.
<u>CRYO-BURR</u>	United States of America	Serial: 86/540,254  Registration: 4,785,975	8/4/2015	Registered
<u>CRYOCLAD</u>	Canada	Application: 2024991  Registration: N/A	4/28/2020	Pending
<u>CRYOCLAD</u>	United States of America	Serial: 88/889,542  Registration: N/A	Filed 4/27/2020	Pending



<u>CRYO-FLEX</u>	United States of America	Serial: 75/728,057 Registration: 2,381,092	8/29/2000	Registered; renewed in 2019.
<u>CRYOMAGNA</u>	Canada	Application: 2024988  Registration: N/A	Filed 4/28/2020	Pending
<u>CRYOMAGNA</u>	United States of America	Serial: 88/889,482  Registration: N/A	Filed 4/27/2020	Pending
<u>CRYOSTEP</u>	Canada	Application: 2024983  Registration: N/A	Filed 4/28/2020	Pending
<u>CRYOSTEP</u>	United States of America	Serial: 88/889,391  Registration: N/A	Filed 4/27/2020	Pending
<u>CRYOTAP</u>	United States of America	Serial: 75/685,690  Registration: 2,480,540  Prior registration: 2,267,027	8/21/2001	Registered; to be renewed in August 2021
<u>CRYOTAP</u>	United States of America	Serial: 77/786,156  Registration: 3,843,847	9/7/2010	Registered
<u>CRYOTOOL</u>	United States of America	Serial: 86/776,286  Registration: 4,968,270	5/31/2016	Registered
<u>DURATRODE</u>	United States of America	Serial: 74/452,957  Registration: 1,859,574	10/25/1994	Registered
<u>DURATRODE</u>	United States of America	Serial: 74/487,808  Registration: 1,872,216	1/10/1995	Registered
<u>DYNA SYSTEMS &amp; Design</u>	Canada	Application: 371,762	4/18/1975	Registered

		Registration: TMA206584		
<u>MEGA METAL</u>	United States of America	Serial: 73/481,561 Registration: 1,367,233	10/29/2015	Registered; renewed in 2015.
<u>MEGA METAL &amp; Design</u>	United States of America	Serial: 73/481,560 Registration: 1,367,232	10/29/2015	Registered; renewed in 2015.
<u>MEGA-SHOT</u>	United States of America	Serial: 86/891,513 Registration: 5,182,876	4/11/2017	Registered
<u>MEGASPANSION</u>	Canada	Application: 1,945,994	Filed 2/13/2019	Pending
<u>MEGASPANSION</u>	United States of America	Serial: 88/298,264 Registration: 5,839,547	8/20/2019	Registered
<u>MEGA-VERSE</u>	United States of America	Serial: 86/891,536 Registration: 5,182,877	4/11/2017	Registered
<u>PARTSMASTER</u>	United States of America	Serial: 85/453,237 Registration: 4,252,739	12/4/2012	Dead
<u>PARTSMASTER &amp; Design</u>	Canada	Application: 1,176,178 Registration: TMA671430	8/29/2006	Registered until 2021.
<u>QUIK-FIRE</u>	United States of America	Serial: 75/588,983 Registration: 2,437,936	3/27/2001	Registered
<u>SIX SHOOTER CAP SCREW DESIGN</u>	United States of America	Serial: 87/462,623 Registration: 5,374,269	1/9/2018	Registered
<u>TRUST-X</u>	United States of America	Serial: 73/654,215 Registration:	10/3/1987	Registered; renewed in 2016.

		1,463,312		
<u>X-ERGON &amp; Design</u>	Canada	Application: 378130 Registration: TMA219620	3/25/1977	Registered; expires in 2022.
<u>X-ERGON &amp; Design</u>	Canada	Application: 372,019 Registration: TMA219619	3/25/1977	Registered; expires in 2022.
<u>X-ERGON &amp; Design</u>	United States of America	Serial: 73/008,188 Registration: 1,032,645	2/10/1976	Registered; renewed in 2015.
Partsmaster	United States of America	Registration: 4,238,122	12/29/2013	Dead
Partsmaster	United States of America	Registration: 3,117,515	7/18/2006	Dead
<u>Partsmaster</u>	Canada	Registration: TMA198567	11/18/2004	Expunged
<u>Partsmaster</u>	Canada	Registration: TMA555579	N/A	Expunged

### 3. Domain Names:

armor-cut.com
armor-cut.net
chemservinc.com
cryobit.com
partsmaster.us
partsmasterbrand.biz
partsmasterbrand.com
partsmasterbrand.in
partsmasterbrand.info
partsmasterbrand.mobi
partsmasterbrand.net
partsmasterbrand.org
partsmasterbrand.us
partsmasterca.com
partsmastertool.biz
partsmastertool.com
partsmastertool.net
partsmastertool.org

partsmasterusa.net
pm-central.com
pmservice.com
trust-x.net
underton.net
underton.us
wear-flex.net
x-cut.net
x-tractalloy.com
x-tractalloy.net