

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674438

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900640773		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORTHINGTON CYLINDERS WISCONSIN, LLC		07/20/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	THE CH HANSON COMPANY		
Street Address:	2000 NORTH AURORA ROAD		
City:	NAPERVILLE		
State/Country:	ILLINOIS		
Postal Code:	60563		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2739928	DRAINSTICK	
Registration Number:	2535596	NEIGHBORHOOD MANUFACTURING	
Registration Number:	2038372	NO BARRIERS TO BUY	
Registration Number:	1581111	SUPERIOR TOOL	
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>			
Email:	dgottardo@dgottardolaw.com		
Correspondent Name:	DAVID A. GOTTARDO, ATTORNEY AT LAW		
Address Line 1:	PO BOX 64		
Address Line 4:	GRAFTON, WISCONSIN 53024		
NAME OF SUBMITTER:	DAVID A. GOTTARDO		
SIGNATURE:	/DAG/		
DATE SIGNED:	09/14/2021		
Total Attachments: 7			
source=CHH-WI-assgn-2020_07_20#page1.tif			
source=CHH-WI-assgn-2020_07_20#page2.tif			

source=CHH-WI-assgn-2020_07_20#page3.tif

source=CHH-WI-assgn-2020_07_20#page4.tif

source=CHH-WI-assgn-2020_07_20#page5.tif

source=CHH-WI-assgn-2020_07_20#page6.tif

source=CHH-WI-assgn-2020_07_20#page7.tif

CONFIDENTIAL

INTELLECTUAL PROPERTY ASSIGNMENT

FILE

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made to be effective as of 12:01:01 a.m., Eastern Daylight Time, on July 20, 2020 (the "Effective Time"), by and between Worthington Cylinders Wisconsin, LLC, an Ohio limited company ("Seller") and The CH Hanson Company, an Illinois corporation ("Buyer").

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated and effective as of July 20, 2020 (the "Purchase Agreement"), pursuant to which Buyer has purchased the Purchased Assets from Seller; and

WHEREAS, as contemplated by the Purchase Agreement, Seller has agreed to assign certain intellectual property to Buyer, and Buyer has agreed to accept such assignment, as further set forth in this Assignment and in the Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, on the one hand, and Buyer, on the other hand, intending to be legally bound, hereby agree as follows:

1. Definitions.

- a. "Acquired Intellectual Property" means the Intellectual Property identified in Schedule A-4 of the Purchase Agreement attached hereto and incorporated herein.
- b. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement.

2. Assignment of Acquired Intellectual Property. Effective as of the Effective Time, and subject to the terms and conditions hereof and of the Purchase Agreement, Seller hereby sells, conveys, assigns, transfers, and delivers to Buyer, all of Seller's right, title, and interest in and to all Acquired Intellectual Property, together with the goodwill of the business symbolized by the Acquired Intellectual Property, including, without limitation, Seller's right, title, and interest in and to (i) all income, royalties, damages, and payments now and hereafter due and/or payable with respect to the Acquired Intellectual Property, including, without limitation, damages and payments for past or future infringements thereof; (ii) the right to sue for past, present and future infringements of the Acquired Intellectual Property; (iii) the right to secure the renewals for the registration of the Acquired Intellectual Property; (iv) the right to secure registration for the Acquired Intellectual Property; and (v) all rights corresponding thereto, as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made, in each case free and clear of all Security Interests.

3. Acceptance. Buyer hereby accepts the assignment of the Acquired Intellectual Property.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Acquired Intellectual Property, are incorporated herein by this reference and govern this Assignment. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Recordation and Further Actions. Seller authorizes any governmental entity to record and register this Assignment upon request by Buyer. Seller shall take such reasonable steps and actions following the Effective Time, including the execution of any documents, filings, registrations or other similar items, in each case in such form as may be recorded with the appropriate governmental entity, to ensure that the Acquired Intellectual Property is properly assigned to Buyer, or an assignee or successor to Buyer. Each of the Parties covenants and agrees, at such Party's own expense, to execute and deliver, at the reasonable request of the other Party, such further instruments of conveyance, transfer and assignment, and to take such other actions as the requesting Party may reasonably request to effectively consummate the assignment and assumption in respect of the transfer contemplated by this Assignment.

6. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Assignment, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the Party against whom enforcement of the same is sought. Any waiver of any provision of this Assignment and any consent to any departure from the terms of any provision of this Assignment is to be effective only in the specific instance and for the specific purpose for which given. If any provision of this Assignment is declared unenforceable by a court of last resort, such declaration shall not affect the validity of any other provision of this Assignment.

7. Captions. Captions contained in this Assignment have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision hereof.

8. Assignment and Binding Effect. Neither Seller, on the one hand, nor Buyer, on the other hand, may assign any of their respective rights or delegate any of their respective obligations under this Assignment without the prior written consent of the other, except Buyer may assign any of its rights and delegate any of its obligations under this Assignment to any affiliate of Buyer. Subject to the foregoing, this Assignment shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of each party hereto.

9. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Ohio without regard to the principles of conflict of laws thereof.

10. Counterparts; Electronic Transmission. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together shall constitute a single Assignment. The exchange of copies of this Assignment and of signature pages hereto by facsimile or electronic transmission shall constitute effective execution and delivery of this Assignment as to the Parties and may be used in lieu of the original Assignment for all purposes except where the original Assignment is required under Applicable Law. Signatures of the Parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes except where the original signatures are required under applicable law.

[Remainder of page intentionally left blank; signature page follows.]


IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by their respective duly authorized officers to be effective as of the Effective Time.

BUYER:

SELLER:

THE CH HANSON COMPANY,
an Illinois corporation

WORTHINGTON CYLINDERS
WISCONSIN, LLC,
an Ohio limited liability company

By: 

By: _____

Name: Phil Hanson

Name: Dale T. Brinkman

Title: President

Title: Vice President -- Secretary

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____, ss

The foregoing instrument was acknowledged before me this ____ day of July, 2020, by _____ as the authorized representative of _____ who acknowledged that he did sign the foregoing on behalf of said company, and that the same is his free act and deed.

In Witness whereof, I have hereunto affixed my name and official seal at _____.

Notary Public

My Commission expires: _____

[SIGNATURE PAGE OF INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by their respective duly authorized officers to be effective as of the Effective Time.

BUYER:

THE CH HANSON COMPANY,
an Illinois corporation

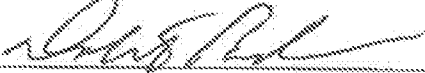
By: _____

Name: Phil Hanson

Title: President

SELLER:

WORTHINGTON CYLINDERS
WISCONSIN, LLC,
an Ohio limited liability company

By:  _____

Name: Dale T. Brinkman

Title: Vice President – Secretary

ACKNOWLEDGEMENT

STATE OF OHIO
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 22 day of July, 2020, by Dale T. Brinkman as the authorized representative of Worthington Cylinders Wisconsin, LLC who acknowledged that he did sign the foregoing on behalf of said company, and that the same is his free act and deed.

In Witness whereof, I have hereto affixed my name and official seal at Columbus, Ohio.



Notary Public

My Commission expires: 11/11/2021



PATRICK J. KENNEDY, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

[SIGNATURE PAGE OF INTELLECTUAL PROPERTY ASSIGNMENT]

SCHEDULE A-4

Superior Tool Intellectual Property

1. Trademarks:

Trademark	Jurisdiction	Registration #	Registration Date
Drainstick	US	2,739,928	7/22/2003
Neighborhood Manufacturing	US	2535596	2/5/2002
No Barriers to Buy	US	2038372	2/18/1997
Superior Tool	US	1581111	2/6/1990

2. Pending Trademark Applications:

Trademark	Jurisdiction	Registration #	Registration Date
	US		

3. Patents:

Patent	Jurisdiction	Patent #	Issue Date
Angle Stop Combination and Tool Handle	US	10220502	3/5/2019
Angle Stop Combination Wrench and Tool Handle	US	D775911	1/10/2017
Drain Cleaning Tool	US	D625,058	10/5/2010
Drain Removal Tool	US	9839995	12/12/2017
Drain Removal Tool	US	D712,221	9/2/2014
Faucet Seat Multi-Wrench	US	D799,296	10/10/2017
Faucet Thread Cleaner	US	9987697	6/5/2018
Irrigation Plier	US	D776,506	1/17/2017
Lid Grippers	US	D717,622	11/18/2014
Shower Pipe Removal Tool	US	D853,212	7/9/2019
Sleeve for Handle Puller	US	D874245	2/4/2020

Toilet Ring	US	D647,181	10/18/2011
Tube Cutter	US	D864,687	10/29/2019

4. Pending Patent Applications:

Patent	Jurisdiction	Application #	Application Date
P-Trap Installation Tool	US	29/508,982	11/13/2015
Shower Pipe Removal Tool (Div)	US	29/692,589	5/28/2019
Tube Cutter	US	29/704,217	9/3/2019

5. Domains: www.superiortool.com

6. Licenses:

- a. License Agreement by and between Dean Fleming and Seller, as successor by assignment from Superior Tool Corporation, pursuant to which Seller licenses the trademarks and patents associated with the "Mr. Thread Cleaner" product.
- b. Oral Agreement between Barry Gammon of GT Tech and Seller pursuant to which Seller licenses Basin Buddy, patent U6701807, which was issued on 3/9/2004, and GT Tech manufactures the Basin Buddy for Seller.
- c. Oral Agreement between Lawson Industries and Seller pursuant to which Seller licenses the patent rights to the PlumbersPal, patent U6505532, which was issued on 1/14/2003, from Lawson Industries and Seller purchases and re-sells PlumbersPala.
- d. Oral Agreement between Daniel Kidd of Yankee Engineering and Seller pursuant to which Seller licenses patent rights to the PEX Pocket Crimper, patents U8241029, U7878790 and D646537, which were issued on 8/14/2012, from Daniel Kidd of Yankee Engineering and Seller purchases and re-sells PEX Pocket Crimpers.