

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672014

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900631254		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AKRON ASCENT INNOVATIONS LLC		06/04/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	tesa SE		
Street Address:	Hugo-Kirchberg-strasse 1		
City:	Norderstedt		
State/Country:	GERMANY		
Postal Code:	22848		
Entity Type:	Corporation: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90588683	SHEARGRIP	
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:	ptomail@priceheneveld.com		
Correspondent Name:	Michael T. Hages/Price Heneveld LLP		
Address Line 1:	695 Kenmoor SE		
Address Line 4:	Grand Rapids, MICHIGAN 49546		
ATTORNEY DOCKET NUMBER:	TES001 T311		
DOMESTIC REPRESENTATIVE			
Name:	Michael T. Hages		
Address Line 1:	695 Kenmoor SE		
Address Line 4:	Grand Rapids, MICHIGAN 49546		
NAME OF SUBMITTER:	Michael T. Hages		
SIGNATURE:	/Michael T. Hages/		
DATE SIGNED:	09/02/2021		

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of the 4th day of June, 2021, by and between AKRON ASCENT INNOVATIONS LLC, an Ohio corporation having a place of business at 411 Wolf Ledges Parkway, Suite 208, Akron, Ohio 44311 ("AAI") and tesa SE, a German corporation having a place of business Hugo-Kirchberg-Strasse 1 Norderstedt FED REP GERMANY 22848("TESA"). AAI and TESA will be jointly referred to as the "Parties" and each as a "Party."

RECITALS

A. AAI is the owner of the following trademarks:

- PINLESS™, U.S. Trademark Serial No. 88/847,639; and
- SHEARGRIP™, U.S. Trademark Serial No. 90/588,683;

(collectively, the "Trademarks").

B. AAI and TESA have entered into an Asset Purchase Agreement (the "Purchase Agreement") on June 4, 2021 ("Effective Date"), pursuant to which AAI is selling certain assets to TESA, including the Trademarks.

C. In connection with the Purchase Agreement, AAI wishes to assign to TESA, and TESA wishes to accept the assignment of, all right, title, and interest of AAI in and to the Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AAI hereby agrees as follows:

1. **Assignment.** AAI hereby transfers, assigns, conveys and delivers to TESA as of the Effective Date, and TESA accepts, all right, title and interest of AAI in and to the Trademarks, including any and all: (a) goodwill symbolized thereby; (b) common law rights associated therewith; (c) all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for past or future infringement or dilution with respect to the Trademarks; and (d) rights to assign the rights conveyed herein, the same to be held and enjoyed by TESA for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. **Further Assurances.** AAI further agrees that it shall take such other similar actions as TESA may reasonably require to effectively assign, convey, and transfer to TESA the Trademarks. AAI further agrees to communicate to TESA or its representatives any facts known to AAI respecting said Trademarks and to testify in any legal proceeding, sign all lawful papers, and execute all documents related to renewal and/or enforcement of the Trademarks.

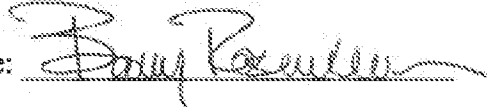
3. **Successors and Assigns.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of AAI and TESA.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the substantive law of the State of North Carolina without giving effect to the principles of conflicts of law thereof.

5. **Purchase Agreement.** This Assignment is subject to all the terms and conditions of the Purchase Agreement and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

IN WITNESS WHEREOF, the authorized representative of AAI has duly executed and delivered this Trademark Assignment as of the Effective Date.

AKRON ASCENT INNOVATIONS LLC

Signature: 

Name: Barry Rosenbaum

Title: President & CEO