# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM752490

UBMISSION TYPE: RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:	900706495	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wanaka Holdings, LLC		05/18/2022	Limited Liability Company:

## **RECEIVING PARTY DATA**

Name:	ALLIED TUBE & CONDUIT CORPORATION	
Street Address:	16100 SOUTH LATHROP AVENUE	
City:	HARVEY	
State/Country:	ILLINOIS	
Postal Code:	60426	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4467423	HOLD THE CABLES. HUG THE RUNG.
Registration Number:	4390935	TALON
Registration Number:	4467424	

## **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:** 9196364767

**Email:** docketing@kdbfirm.com, lelhamawy@kdbfirm.com

Correspondent Name: KDB Firm PLLC

Address Line 1: 2601 Weston Parkway, Suite 103
Address Line 4: CARY, NORTH CAROLINA 27513

ATTORNEY DOCKET NUMBER:	1532.TWH0002	
NAME OF SUBMITTER:	ANTONIA DRAGOTTA	
SIGNATURE:	/Antonia Dragotta/	
DATE SIGNED:	08/31/2022	

**Total Attachments: 4** 

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#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>"), dated as of May 18, 2022, (the "<u>Effective Date</u>") is made by and between Wanaka Holdings, LLC, a Louisiana limited liability company ("<u>Assignor</u>") and Allied Tube & Conduit Corporation, a Delaware corporation ("<u>Assignee</u>").

#### **ARTICLE I**

NOW THEREFORE, the parties hereby agree as follows:

#### **ARTICLE II**

1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in and to (i) the trademark registration identified and set forth below and all trademarks, trade names, logos, and graphics that are the subject thereof or that are variations of any of the foregoing, including without limitation, and all common law rights associated with the foregoing:

Mark	Trademark App No (AN) Reg No (RN)	Status Date	Goods/Services
HOLD THE CABLES. HUG THE RUNG.	App. No.:85725994 Reg. No.: 4467423	Registered Jan. 14, 2014	(Int'l Class(es) 20) Non-metal clamps
TALON	App. No.:85729332 Reg. No.: 4390935	Registered Aug. 27, 2013	(Int'l Class(es) 20) Non-metal clamps for securing electrical cables to cable support structures in industrial applications
(Design Only)	App. No.:85726010 Reg. No.: 4467424	Registered Jan. 14, 2014	(Int'l Class(es) 20) Non-metal clamps

and (ii) all extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the "Assigned Trademark Rights"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all past, current, and future royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all past, current, and future claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, whether accruing before, on and/or after the date hereof,

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including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, current and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignee hereby accepts all of the foregoing assignments, transfers and conveyances.

- 2. **Recordation and Further Actions**. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by this Trademark Assignment.
- 3. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 4. <u>Third Party Beneficiaries</u>. Nothing in this Trademark Assignment is intended to or shall confer upon any person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Trademark Assignment or any transaction contemplated by this Trademark Assignment.
- 5. <u>Governing Law</u>. This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the Delaware, without regard to conflicts of law doctrines.
- 6. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature page follows]

4.0017 TRADEMARK REEL: 007786 FRAME: 0872 IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the Effective Date.

# **ASSIGNOR:** Wanaka Holdings, LLC

By: \_\_\_\_\_\_\_\_\_

DocuSigned by:

Name: Charles A. Darnell

Title: Manager

ASSIGNEE: Allied Tube & Conduit

Corporation

By: \_\_\_\_\_

Name: David P. Johnson

Title: Chief Financial Officer

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the Effective Date.

**ASSIGNOR:** Wanaka Holdings, LLC

By: \_\_\_\_\_

Name: Charles A. Darnell

Title: Manager

ASSIGNEE: Allied Tube & Conduit

Corporation

DocuSigned by:

By: Vand P. Johnson

Name: David P. Johnson

Title: Chief Financial Officer

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**RECORDED: 07/13/2022** 

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