

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759755

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900721637		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Casey Tool, LLC		07/19/2022	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Milton Industries, Inc.		
Street Address:	4500 West Cortland Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60639		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4043167	FUNNEL LOK	
Serial Number:	75895731	WEATHERTITE TRUNK LID CARGO BAG	
CORRESPONDENCE DATA			
Fax Number:	2485668523		
<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:	2485668522		
Email:	jkrumpe@honigman.com		
Correspondent Name:	Honigman LLP		
Address Line 1:	650 Trade Centre Way, Suite 200		
Address Line 4:	Kalamazoo, MICHIGAN 49002-0402		
ATTORNEY DOCKET NUMBER:	225828-457365		
NAME OF SUBMITTER:	Thomas J. Appledorn		
SIGNATURE:	/Thomas J. Appledorn/		
DATE SIGNED:	10/07/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective July 19, 2022, by and between Casey Tool, A LLC, an Illinois limited liability company having a usual place of business at 552 S. Washington Street, Suite 108, Naperville, IL 60540 ("Assignor"), and Milton Industries, Inc., a Delaware corporation having a usual place of business at 4500 West Cortland Street, Chicago, IL 60639 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby represent and warrant that it is the sole owner of the Marks. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent and Trademark Office, the corresponding entities or agencies in any applicable foreign jurisdiction, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

CASEY TOOL, A LLC

By: Wayne Casey
Name: Wayne Casey
Title: Manager

ASSIGNEE:

MILTON INDUSTRIES, INC.

By: _____
Name: Gregory Carlson
Title: President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.


ASSIGNOR:

CASEY TOOL, A LLC

By: _____
Name: Wayne Casey
Title: Manager

ASSIGNEE:

MILTON INDUSTRIES, INC.

By: 
Name: Gregory Carlson
Title: President

Signature Page to Trademark Assignment

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Registration No. / Application No. / Serial No.</i>	<i>Registration Date / Application Date</i>
FUNNEL LOK	United States (Federal)	4043167	October 18, 2011
WEATHERTITE TRUNK LID CARGO BAG	United States (Federal)	75895731	December 20, 1999