

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caterpillar Global Mining LLC		12/15/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Simmons Equipment Company		
Street Address:	847 Steeles Lane		
City:	Tazewell		
State/Country:	VIRGINIA		
Postal Code:	24651		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1258487	UN-A-HAULER	
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:	jeff@mitchell-firm.com		
Correspondent Name:	Jeffery K. Mitchell		
Address Line 1:	1700 Kraft Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Blacksburg, VIRGINIA 24060		
NAME OF SUBMITTER:	Roman Vayner		
SIGNATURE:	/Roman Vayner/		
DATE SIGNED:	10/26/2022		
Total Attachments: 47			
source=SEC Cat IPLicense - Final Executed Agreement (3)#page1.tif			
source=SEC Cat IPLicense - Final Executed Agreement (3)#page2.tif			
source=SEC Cat IPLicense - Final Executed Agreement (3)#page3.tif			
source=SEC Cat IPLicense - Final Executed Agreement (3)#page4.tif			
source=SEC Cat IPLicense - Final Executed Agreement (3)#page5.tif			
source=SEC Cat IPLicense - Final Executed Agreement (3)#page6.tif			

OP \$40.00 1258487

source=SEC Cat IPLicense - Final Executed Agreement (3)#page7.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page8.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page9.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page10.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page11.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page12.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page13.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page14.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page15.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page16.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page17.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page18.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page19.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page20.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page21.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page22.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page23.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page24.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page25.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page26.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page27.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page28.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page29.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page30.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page31.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page32.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page33.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page34.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page35.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page36.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page37.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page38.tif
source=SEC Cat IPLicense - Final Executed Agreement (3)#page39.tif
source=Simmons Cat Corrected Documents - Complete(1)#page1.tif
source=Simmons Cat Corrected Documents - Complete(1)#page2.tif
source=Simmons Cat Corrected Documents - Complete(1)#page3.tif
source=Simmons Cat Corrected Documents - Complete(1)#page4.tif
source=Simmons Cat Corrected Documents - Complete(1)#page5.tif
source=Simmons Cat Corrected Documents - Complete(1)#page6.tif
source=Simmons Cat Corrected Documents - Complete(1)#page7.tif
source=Simmons Cat Corrected Documents - Complete(1)#page8.tif

INTELLECTUAL PROPERTY LICENSE AND ASSIGNMENT AGREEMENT

11/14/2021
KPK

This Intellectual Property License and Assignment Agreement ("Agreement") is entered into effective as of ~~November 15~~ November 15, 2021 (the "Effective Date") by and between Simmons Equipment Company, 847 Steeles Lane, Tazewell, Virginia 24651 ("SEC"), and Caterpillar Global Mining LLC, a limited liability company incorporated under the laws of Delaware with its principal place of business located at 875 W. Cushing Street, Tucson, Arizona 85745 ("CGM"). In this Agreement, CGM and SEC are sometimes called singularly a "Party" and collectively the "Parties".

Statement of Purpose

WHEREAS, CGM is a world leader in the design, manufacture, marketing, distribution and product support of mining equipment; and

WHEREAS, SEC distributes and provides product support for selected equipment for mining and heavy equipment industries; and

WHEREAS, CGM desires to transfer all customer support and all aftermarket service for such selected equipment to SEC including the selected equipment sold prior to the Agreement and SEC desires to receive responsibility for such customer support and aftermarket service on the terms and conditions set forth in this Agreement; and

WHEREAS, CGM owns certain intellectual property relating to the design of various mining products supporting specifically room and pillar underground mining operations including continuous miner, roof bolter, face hauler, feeder breaker, scoops, load haul dump, and shield hauler and desires to exclusively license to SEC all such intellectual property on the terms and conditions set forth in this Agreement;

NOW THEREFORE, the Parties agree as follows:

Definitions

"Affiliate" means any entity that controls, is controlled by, or is under common control with either Party, and "control" means (i) an ownership interest, directly or indirectly, of fifty percent (50%) or more in such entity or Party, or the maximum percentage permitted under local laws or regulations in those countries where fifty percent (50%) ownership by a foreign entity is not permitted, or (ii) the ability to direct the management or policies of such entity or Party, whether through ownership, contract, or otherwise.

"Aftermarket Support Material" means any aftermarket parts, components, repair options, and retrofit kits associated with the Licensed Products.

"Confidential Information" means all technical and business information which is: (a) disclosed in printed or electronic form and marked as "proprietary" or "confidential" or other substantially similar language or (b) orally or visually disclosed and promptly reduced to writing, delivered to the receiving party, and marked as "proprietary" or "confidential" or other substantially similar language. Confidential Information shall not include any information, whether oral or written, that: (a) was already in the possession of the receiving party prior to the receipt of the information from the disclosing party without restriction on its use or disclosure; (b) is or becomes available to the general public through no act or fault of the receiving party; (c) is rightfully disclosed to the receiving party by a third party without restriction on its use or disclosure; (d) is independently developed by employees and/or consultants of the receiving party who have not had access to the disclosing party's Confidential information; or (e) is disclosed to the receiving party after receipt of a written notice to the appropriate address stated above that the receiving party does not desire any further Confidential Information.

"Governmental Authority" means any federal, state, or local government, or political subdivision thereof, or any agency or instrumentality of the government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent the rules, regulations, or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.

"Improvement" means any improvement, modification, enhancement, addition, update, adaptation, derivative work, variation, or value addition to (a) Licensed Product or (b) Licensed or Assigned Intellectual Property.

"Know-How" means all confidential or proprietary technical information, know-how, data, invention disclosures, discoveries, technical information, trade secrets, processes, procedures, techniques, developments, compositions, products, compounds, material, methods, formulas, formulations, protocols, result of experimentation or testing, technology, ideas, or other proprietary information and documentation thereof (including related papers, invention disclosures, laboratory notebooks, drawings, flowcharts, diagrams, and specifications), in each case whether or not copyrightable or patentable, and whether in written, electronic, oral, or any other tangible or intangible form or medium.

"Licensed Information" means Know-How, design rights, copyrights, copyrightable materials (including reports, drawings, specifications, records, manuals, photographs, marketing materials, and computer programs), and other proprietary rights relating to intangible property controlled by CGM as of the Effective Date that is reasonably necessary or useful in the Manufacture, use, servicing, or sale of Licensed Products.

"Licensed or Assigned Intellectual Property" means the Patents and the Licensed Information.

"Licensed Product" mean those machines listed in Exhibit A including any version thereof.

"Losses" means losses, liabilities, costs, claims, damages, and reasonable expenses.

554

BR

"Manufacture" means to engage in Manufacturing.

"Manufacturing" means, for the Licensed Product, all activities involved in producing, manufacturing, validating, scaling up, processing, filling, finishing, quality control, quality assurance, testing and release, shipping, and warehousing such product, and any component thereof.

"Net Sales Price" means SEC's invoice price in a bona fide, arm's length transaction, less:

- (i) taxes (including governmental charges such as value added or similar taxes directly imposed and with reference to particular sales);
- (ii) duties, and shipping charges (including but not limited to costs of freight, carrier insurance, and other transportation charges) separately stated on the invoice;
- (iii) sales representative fees or distributor fees; and
- (iv) amounts allowed or credited on returns, rebates, chargebacks, and other retroactive adjustments) and other similarly and customary deductions.

With respect to Licensed Products or Aftermarket Support Material (a) that are sold with other products without a separate invoice price, (b) for which the consideration includes non-cash elements, or (c) that are otherwise disposed of by or for SEC, the Net Sales Price shall be the highest documented Net Sales Price of Licensed Products or Aftermarket Support Material of similar kind and quality, in similar quantities, offered for sale by or for SEC during the thirty (30) day period prior to the date of such position.

"Patent" means (a) each of the patents and patent applications listed in Exhibit B, any patents issuing on such patent applications, continuations, continuations-in-part, divisional, substitutions, and any reissues, reexaminations, and extensions and renewals of any of the foregoing and (b) any patents issuing from any applications filed by CGM that claim domestic benefit or foreign priority from any of the patents or patent applications identified in subsection (a) or from which any of the patents or patent applications identified in subsection (a) claim domestic benefit or foreign priority which are used in relation to the Licensed Product.

"Term" shall have the meaning assigned in Section 9.1.

"Trademarks" means trademarks, service marks, brands, logos, trade dress, trade names, and other indicia of source or origin set forth on Schedule 1.

"Wind-Down Period" has the meaning assigned in Section 9.6.

1. GRANT OF RIGHTS.

- 1.1. CGM hereby grants to SEC a royalty-bearing, worldwide, nontransferable, exclusive license under the Licensed Information to make, have made, use, import, and sell the Licensed Products.

- 1.2. CGM hereby grants to SEC a royalty-bearing, worldwide, nontransferable, nonexclusive license under the Licensed Information to make, have made, use, import, and sell the Aftermarket Support Material.
- 1.3. CGM for itself and on behalf of its Affiliates as authorized, hereby assigns all rights, title, and interest in the Patents to SEC in perpetuity and for the whole of the world as set forth on Exhibit C. Upon receipt of payments set out in Section 3.1, the assignment shall become irrevocable.
- 1.4. SEC hereby grants CGM and its Affiliates a royalty-free, worldwide, nontransferable, nonexclusive, irrevocable license under Patents to make, have made, use, import, and sell any product (including Aftermarket Support Material) other than Licensed Product and products listed in Exhibit D.
- 1.5. During the ninety (90) day period following the Effective Date, SEC hereby agrees to a one-time grant to a third-party designated by CGM a royalty-free, worldwide, irrevocable license under the Patents to make, have made, use, import, and sell products listed in Exhibit D and Aftermarket Support Materials. SEC agrees that the license grant to the Patents under this Section shall be exclusive with respect to the products set out in Exhibit D and nonexclusive with respect to Aftermarket Support Materials.
- 1.6. Subject to the royalty fee set forth in Section 3, CGM hereby grants to SEC, worldwide, nontransferable, nonexclusive license under the Licensed Information to use, reproduce, and make derivative works of that portion of the Licensed Information constituting copyrightable materials, but only to the extent reasonably necessary to enable SEC to exercise those rights granted in Sections 1.1 and 1.2.
- 1.7. Except as necessary to manufacture Licensed Product, SEC shall not have the right to sublicense any of the Licensed Information to any third party, except an affiliate of SEC, without the prior express written consent of CGM, which consent CGM shall not be unreasonably withheld.
- 1.8. Notwithstanding any other terms of this Agreement, the Licensed or Assigned Intellectual Property excludes: (i) intellectual property (including updates, modifications, enhancements or derivatives) not related to Licensed or Assigned Intellectual Property; (ii) any intellectual property to which CGM does not have the right to grant access or a license, including any intellectual property owned by, licensed by, or otherwise comprising proprietary material of, a third party (including a third-party supplier); and (iii) any technical specifications, test plans and procedures, standards or practices not directly applicable to the Licensed Products or to the manufacturing thereof as of the Effective Date of this Agreement.
- 1.9. Nothing in this Agreement shall create or impose upon CGM an obligation to deliver or transfer to SEC any Confidential Information other than the Licensed or Assigned Intellectual Property.

1.10. Nothing in this Agreement shall create or be construed as a license grant or assignment to SEC from an Affiliate of CGM with regard to components supplied by such Affiliate.

2. DELIVERY

- 2.1. Within thirty (30) days after the Effective Date, CGM shall commence delivery to SEC of the Licensed Information. The Licensed Information shall be in a tangible form (such as electronically or in writing) to the extent possible, or, where not susceptible to written transfer, shall be disclosed orally or by demonstration at CGM's facilities.
- 2.2. To the extent CGM provides by any software, firmware, or similar machine instruction code ("Software"), SEC hereby acknowledges and agrees that CGM shall have no obligation to provide support, maintenance, revisions, updates, upgrades, enhancements, new versions, bug fixes, patches, or any other assistance of any kind to SEC in connection with such Software.
- 2.3. SEC acknowledges and agrees that nothing in this Agreement requires CGM to provide consulting services in connection with Licensed Information or otherwise create records thereof for use by SEC.
- 2.4. In the event any Party discovers that any material was inadvertently or otherwise mistakenly licensed to SEC under or disclosed to SEC in relation to this Agreement, SEC shall: (a) immediately cease use of and return all documentation relating to such material and (b) cooperate with CGM in executing and delivering such agreements as necessary to ensure the confidentiality and non-use of such material by SEC; *provided, however*, nothing in this Section 2.4 is intended to limit, diminish, or otherwise restrict of the grants and assignments set forth in Section 1.

3. LICENSE FEE AND ROYALTIES

- 3.1. Assignment Fee. In consideration of the assignment under Section 1.3, SEC shall within five (5) business days from the Effective Date, pay to CGM an amount equal to One Hundred Dollars (\$100.00US) after deducting withholding tax and any other tax, as applicable ("Assignment Fee"). SEC acknowledges that the Assignment Fee is the full and final consideration to be paid by SEC to CGM for assignment of Patents under Section 1.3 and no additional or further consideration is required to be paid by SEC in respect thereof.
- 3.2. License Fee. In consideration of CGM's obligations set forth in this Agreement, for so long as this Agreement shall remain in effect, and subject to Section 3.3 and 3.4, SEC shall pay to CGM the royalty percentage of Net Sales Price received from all Licensed Product and Aftermarket Support Material sold (including any of the same delivered by SEC to another party or put into use by SEC for any purpose other than routine testing of such items) as set forth in Exhibit A (the "License Fee") on or after the Effective Date. The License Fee will not apply to Licensed Product sales prior to the Effective Date.
- 3.3. Minimum Annual Royalty. SEC agrees to pay CGM a minimum annual royalty as set out in Exhibit E ("Minimum Annual Royalty") each year until the license is fully paid as set

out in Section 3.4. If the royalties paid for a given year are less than the Minimum Annual Royalty, SEC shall pay CGM the difference between such Minimum Annual Royalty and the royalties paid for the given year within ninety (90) days from each anniversary date.

- 3.4. Fully Paid License. The license grant under Section 1 shall be deemed fully paid once the aggregate fees paid by SEC pursuant to Section 3.1, 3.2, and 3.3 exceed two million dollars (\$2,000,000 US) ("Fully Paid License Fee").
- 3.5. Payment. The License Fee shall be paid quarterly in US Dollars and shall be paid no later than forty-five (45) days following the end of each calendar quarter. The License Fee (and any associated late payment charge) shall be paid free and clear of all deductions or withholdings unless the deduction or withholding is required by law. For sales of Licensed Product in a currency other than US Dollars, the revenue for such sales shall be converted to US Dollars based on the currency conversion rates reported in the Reuter's Information System for New York Spot Rates as of 09:00 U.S. Eastern Time as of the last working day of the applicable calendar quarter. CGM shall have the right, at its sole discretion, to change the above payment method at any time so long as such change does not result in a material increase in SEC's costs in making payments.
- 3.6. Late Payment. A late payment charge shall be payable to CGM on the amount of all payments not made when due, from the payment due date until the date payment is received by CGM. For each occurrence, this late payment charge shall include:
- 3.6.1. a fee of the greater of five (5%) of the amount due or five hundred dollars (\$500US); such fee shall not exceed five thousand dollars (\$5000US); and
 - 3.6.2. interest compounded daily on the unpaid balance at a rate *per annum* equal to five percent (5%).
- In no circumstances shall the late payment fee required under this Section 3.6 exceed the highest charge allowable under applicable law.
- 3.7. Sales Reports. Together with each License Fee payment, SEC shall furnish CGM with a quarterly report showing the number of units of each Licensed Product and Aftermarket Support Material sold, the per unit selling price, and the total revenue of such sales.
- 3.8. Right to Audit. During, and for five (5) years following the expiration or termination of this Agreement, CGM itself, or through its duly authorized representatives (including certified public accountants), shall have the right, upon forty-eight (48) hour written notice, to inspect, audit, and copy all relevant records at reasonable times for the purpose of determining the correctness of the payments and reports submitted by SEC to CGM as required in this Section 3. If an examination of the relevant records concluded within sixty (60) days of such audit reveals a deficiency in the License Fee paid by SEC, SEC shall within ten (10) days of receipt of notice to cure the deficiency, make payment to CGM of such deficiency, including the fee and interest terms above. In addition, if such audit reveals a deficiency of more than ten percent (10%) of the License Fee, SEC shall

reimburse CGM for the cost of the services of the representatives, accountants, and for any other cost incident thereto (including attorney's fees and cost of collection).

3.9. All payments are to be made by wire transfer to:

Bank Routing Information

JPMorgan Chase
1 Chase Manhattan Plaza
New York City, NY 10051
Fed ABA # 021000021
Swift# CHASUS33XXX
Caterpillar Inc. Bank Account # 9102000800
Reference Number PAT-21-00065

4. TRADEMARKS

- 4.1. Simultaneously with the execution of this Agreement, CGM hereby assigns the Trademarks to SEC by delivery of the assignment agreement attached hereto as Exhibit F.
- 4.2. Except as expressly authorized by CGM in writing, SEC shall not use any part number, corporate identity, model number, trade name, trade dress, or trademark of CGM (or any Affiliate of CGM), including on or in connection with any Licensed Product or Aftermarket Support Material sold or otherwise disposed of by SEC; provided, however, SEC shall not be required to remove such part number, corporate identity, model number, trade name, trade dress, or trademark from any component supplied by CGM to SEC.
- 4.3. In connection with labeling, advertising, or promoting any Licensed Product, SEC shall use the SEC Model Designations as indicated in the Exhibit A.

5. CONFIDENTIALITY

- 5.1. Obligations. Each Party shall (i) accord Confidential Information received by it from the disclosing party with the same degree of confidential treatment that it accords its similar proprietary and confidential business and technical information, which shall not be less than the care a reasonable business person would exercise under similar circumstances, (ii) use such Confidential Information only as permitted in writing by disclosing party or as contemplated in this Agreement, and (iii) not disclose any of such Confidential Information to any person other than its directors, officers, employees, and representatives who have a need to know in connection with this Agreement. Receiving party shall advise each such person of the confidential nature of the Confidential Information and of the procedures required to protect such Confidential Information.
- 5.2. Permissive Disclosures.
- 5.2.1. Either party may disclose Confidential Information to any third party that has signed an appropriate confidentiality agreement to protect such Confidential Information; provided, that (a) disclosure to such third party is needed in the exercise of the

license granted in this Agreement; and (b) prior to such disclosure such third party executes a written agreement obligating such third party to maintain the confidentiality of the Confidential Information on terms and conditions at least as protective of the Confidential Information as those provided herein. The receiving party shall be liable for any disclosure by anyone or any entity to which the receiving party discloses the Confidential Information.

- 5.2.2. Notwithstanding any other provision of Section 5, the receiving party may disclose Confidential Information of the disclosing party, without liability for such disclosure, to the extent that such disclosure is (i) required to be made pursuant to applicable law, government authority, duly authorized subpoena, or court order, in which case the disclosing party will provide prompt notice to the disclosing party and endeavor to give the disclosing party an opportunity to respond prior to such disclosure, (ii) required to be made to a court or other tribunal in connection with the enforcement of the receiving party's rights under this Agreement, or (iii) approved by the prior consent of the disclosing party.
- 5.2.3. Notwithstanding any other provision of Section 5, the confidentiality obligations of Section 5 shall not apply to Confidential Information that the receiving party can establish by documentary evidence:
- 5.2.3.1. was publicly known at the time of disclosure to the receiving party or thereafter becomes publicly known through no fault of the receiving party;
 - 5.2.3.2. was already in the possession of the receiving party at the time of disclosure to the receiving party by the disclosing party;
 - 5.2.3.3. becomes available to the receiving party from a source other than disclosing party without breach of a confidentiality obligation; or
 - 5.2.3.4. is independently developed by the receiving party without use of Confidential Information provided by the disclosing party.
- 5.2.4. Specific aspects or details of Licensed Information shall not be deemed to be publicly known merely because general aspects of the Licensed Information are publicly known. In addition, any combination of Licensed Information shall not be considered to be publicly known merely because individual elements of such Licensed Information are publicly known unless the combination itself is publicly known.
- 5.3. Parties shall hold Confidential Information in confidence for a period of five (5) years from receiving such Confidential Information from disclosing party unless mutually agreed otherwise by the Parties.
- 5.4. Notwithstanding anything in this Section 5, SEC will discontinue use of any CGM IE specification provided as part of Licensed Information on the second anniversary of the Effective Date.

6. IMPROVEMENTS

- 6.1. SEC shall disclose to CGM all Improvements designed, developed, created, or acquired by SEC during the Term. SEC shall own such Improvements.
- 6.2. SEC hereby grants and agrees to grant to CGM and its Affiliates a worldwide, nontransferable, perpetual, paid-up, royalty-free, nonexclusive license (without right to sublicense) under the Improvements to (i) make, have made, use, sell, offer for sale, and import any products other than Licensed Products, (ii) practice any processes that embody or otherwise utilize such Improvements, and (iii) use, reproduce, and make derivative works of any Improvements constituting copyrightable materials for the purpose of exercising the rights granted in (i) and (ii) above.
- 6.3. For avoidance of any doubt, CGM shall not use Improvements to make, import, offer to sell, or sell Licensed Products.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. Each Party represents and warrants that it is a legal entity duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization and that it has the full power and authority to enter into and perform its obligations under this Agreement.
- 7.2. The execution and delivery by each Party of this Agreement and the performance by each Party of its obligations hereunder and thereunder and the consummation by the Parties of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of each Party. This Agreement has been duly executed and delivered by each Party, and this Agreement constitutes a legal, valid, and binding obligation of each Party enforceable against such Party in accordance with its terms.
- 7.3. The execution, delivery and performance by each Party of this Agreement and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of such Party; (b) conflict with or result in a violation or breach of any provision of any law or governmental order applicable to such Party; (c) require the consent, notice or other action by any person or entity; or (d) result in the creation or imposition of any encumbrance on the Licensed Information. No consent, approval, permit, governmental order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to a Party in connection with the execution and delivery of this Agreement.
- 7.4. The rights granted by CGM to SEC are not subject to any obligation, license, lien, option, encumbrance, or other contingent right, except as set forth in Section 1.5, or non-contingent right, title, or interest in or to the Patents or the Licensed Information that conflicts with the rights and licenses granted to SEC in this Agreement. To CGM's

knowledge there are no threatened or pending, litigation, claim, or proceeding alleging that (i) any Licensed Information or Patent is invalid or unenforceable or (ii) that the practice of any Licensed Information or any Patent does or would infringe, misappropriate, or otherwise violate any rights of any third party. CGM has no knowledge of any factual, legal, or other reasonable basis for any litigation claim, or proceeding.

- 7.5. SEC represents and warrants they will comply with all requirements of the International Traffic in Arms Regulations, the U.S. Export Administration Regulations, and regulations administered by the U.S. Treasury Department Office of Foreign Assets Control, including the requirement for obtaining any export license, if applicable. SEC agrees to first obtain any written consent as may be required by such Act or Regulations for authority to export any such technical data and to indemnify, defend, and hold harmless CGM and its Affiliates and their respective directors, officers, employees, and agents from and against all claims, demands, damages, costs, fines, penalties, attorneys' fees, and all other expenses arising from the failure of SEC to comply with this Section 7.5, the International Traffic in Arms Regulations, or the Export Administration Act.
- 7.6. Nothing in this Agreement shall be construed as:
- 7.6.1. a warranty or representation by CGM as to the validity or scope of the Licensed Information; *provided, however,* the Licensed Information is sufficient (with reasonable effort and skill by SEC) to manufacture and sale the Licensed Products;
 - 7.6.2. a warranty or representation that anything made, used, sold, or otherwise disposed of under any license granted in this Agreement or according to the Licensed Information is or will be free from the rightful claim of any third party by way of infringement or otherwise; *provided, however,* CGM has no actual knowledge of any such third party claim;
 - 7.6.3. a requirement that CGM shall file or prosecute any patent application, secure any patent, maintain any patent in force, or notify SEC of any action or inaction with respect to any patent application or patent;
 - 7.6.4. an obligation to bring or prosecute actions or suits against third parties for infringement, misappropriation, or similar claims, or defend any action or suit brought by a third party that challenges or concerns the validity or scope of any of the Licensed Information; or
 - 7.6.5. granting by implication, estoppel, or otherwise any license or rights under or to patents, trade secrets, know-how, copyrights, or other intangible rights of CGM other than the Licensed Information.
- 7.7. SEC accepts full responsibility for (a) determining the suitability and application of any of the Licensed or Assigned Intellectual Property, components, and any other information or products provided by CGM for use in SEC's processes and products, and (b) identifying and performing to SEC's own satisfaction all quality control tests, analyses, forecasts, and

KRC dell

other tests and examinations necessary to ensure that any finished parts will be safe and suitable for use under end use conditions. SEC is not relying on CGM's expertise or instruction for the success of SEC's products (including the Licensed Products). SEC acknowledges making its own inquiry and investigation into, and accordingly forming an independent judgment concerning, the quality and possible uses of the Licensed or Assigned Intellectual Property, components, and any other information or products provided by CGM.

7.8. SEC's Responsibility for Licensed Products.

- 7.8.1. After the Effective Date and subject to indemnity provisions set out in Section 10, SEC agrees to respond to requests regarding product liability claims relating to the Licensed Product and Aftermarket Support Material no matter when placed into service including any previous version of a Licensed Product; *provided, however*, SEC assumes no financial responsibility for such product liability claims.
- 7.8.2. As between the Parties, SEC agrees to offer to support all sales and service of Licensed Products and Aftermarket Support Materials no matter when placed into service including any previous version of a Licensed Product.
- 7.8.3. SEC agrees to use all reasonable efforts to acquire and maintain all certifications and regulatory approvals necessary to make, sell, and service the Licensed Products and Aftermarket Support Materials.
- 7.8.4. SEC agrees that CGM has no responsibility with regard to any costs associated with maintaining such certification or approvals.
- 7.8.5. At the earlier of two (2) years from the Effective Date or SEC receiving necessary certifications from appropriate authorities for making, selling and servicing the Licensed Products and Aftermarket Support Materials, SEC agrees to receive a transfer of any certification relating to Licensed Product CGM requests to be transferred to SEC. Parties understand this two (2) year period may be extended by mutual written agreement between the Parties.
- 7.9. Purchase Orders. All Licensed Product and Aftermarket Support Material orders are the sole responsibility of SEC. CGM shall have no obligations, including but not limited to order acknowledgement, order payment, or the warranty of Licensed Products and Aftermarket Support Materials.
- 7.10. Warranty. As between the Parties, SEC shall be solely responsible for administering and offering all valid warranty work in connection with Licensed Products and Aftermarket Support Material, subject to any alleged warranty holder having a valid warranty and paying SEC for the work performed under such warranty. CGM shall have no warranty liability or responsibility whatsoever. SEC assumes no responsibilities whatsoever for any warranty other than the responsibilities specifically set forth in this Agreement.

8. INVENTORY

- 8.1. Prior to sourcing any components where CGM maintains an inventory of such components, SEC agrees to first purchase such available inventory from CGM, as set forth in Exhibit G - Inventory Price List; *provided, however*, such inventory shall be structurally sound, in good operating condition and repair, adequate for the uses to which they are being readily available in a condition for use in the normal course of business.
- 8.2. SEC agrees to pay the price set out in Exhibit G less forty-seven and one-half percent (47.5%) percent for such inventory.
- 8.3. SEC agrees to pay CGM in accordance with Section 3.2 for any inventory sold or placed into service by SEC as Aftermarket Support Material.
- 8.4. SEC agrees to notify CGM in the event a component from inventory does not meet specifications. Parties agree to determine an appropriate remediation in the event of such notice. In the event Parties are unable to reach an agreement, CGM may request return of such component or scrapping of such component.
- 8.5. Parties will discuss terms of acquisition for any material that SEC claims does not meet specifications; *provided, however*, to meet customer orders, SEC may utilize other available products until issues regarding inventory are resolved. If CGM is unable to provide usable material, as determined by SEC in its sole discretion, SEC shall not be required to acquire material from CGM.
- 8.6. CGM may dispose of inventory at any time and in any manner including, but not limited to, selling inventory to third parties or scrapping inventory. However, CGM agrees to offer any inventory necessary for building Licensed Product to SEC prior to any such disposal.
- 8.7. Inventory accepted by SEC will be on an "as is" basis and will be without any warranty from CGM.

9. TERM AND TERMINATION

- 9.1. This Agreement is effective commencing on the Effective Date and shall remain in full force and effect for the earlier of (a) fifteen (15) years, (b) the license fee being fully paid or (c) the Agreement is sooner terminated in accordance with this Section 9.
- 9.2. For the first twelve (12) months after the Effective Date, CGM may not terminate this Agreement except upon a material breach of the Agreement by SEC and failure to cure within thirty (30) days after receipt of written notice of the material breach; *provided, however*, in the event such alleged breach by SEC is not curable within thirty (30) days, SEC will deliver to CGM a written plan of correction within thirty (30) days and, absent written objections to such plan, CGM shall accept such plan. If CGM reasonably objects to the plan of correction, CGM shall work with SEC to develop an acceptable plan of correction.
- 9.3. Either Party may terminate this Agreement for a breach of a material term of this Agreement by the other Party. Without limitation, breach of the requirements of Sections

1, 3-7, and 10 shall be considered material. Such termination rights shall be in addition to and not in substitution for any other remedies that may be available to the non-breaching Party. Termination pursuant to this Section 9 shall not relieve the breaching Party from liability and damages to the non-breaching Party for breach of this Agreement.

- 9.4. This Agreement shall automatically terminate in the event that (i) the assets of SEC are seized or attached in conjunction with any action against it by a third party, (ii) SEC is dissolved or the sale of all or substantially all of its assets is made, (iii) an attempt to assign this Agreement is made without the prior express written consent of CGM, or (iv) SEC becomes insolvent.
- 9.5. Expiration or termination of this Agreement shall not entitle SEC to return, or to a refund for, any components. Upon termination of this Agreement pursuant to Section 9.3, SEC shall have the right to complete all contracts for the sale of Licensed Products and Aftermarket Support Materials under which SEC is obligated on the date of termination; provided, that all such sales are completed within six (6) months after the date of termination and that during such time after termination SEC continues to abide by the same obligations and restrictions placed on SEC during the Term of this Agreement (including the obligations provided in Sections 1, 4, and 5).
- 9.6. Wind-Down Transition Assistance. For a period of up to six (6) months after the effective date of termination ("Wind-Down Period"), upon CGM's written request, SEC shall wind-down the manufacture and sale of the Licensed Product. During such Wind-Down Period:
- 9.6.1. SEC shall provide such assistance as may be reasonably necessary or useful for CGM to continue the Manufacture of the Licensed Product following such transition.
- 9.6.2. SEC shall ensure that all sales of the Licensed Product by SEC are in accordance with the applicable terms and conditions of this Agreement, including the Royalty and reporting obligations under Section 3.
- 9.6.3. Except as necessary to wind-up existing sales, SEC shall immediately discontinue all promotion, marketing, offering for sale, and servicing of the Licensed Product.
- 9.7. Remaining Inventory. To the extent any Licensed Products held by SEC as of the effective date of termination are not sold by SEC during the Wind-Down Period, CGM may, but is not obligated to, purchase any and all of such Product inventory at a price equal to the most recent sales price of such Licensed Product. CGM shall notify SEC no later than thirty (30) days before the expiration of the Wind-Down Period whether CGM elects to exercise such right. Promptly following the expiration of the Wind-Down Period, SEC shall deliver to CGM, at CGM's expense, all samples, demonstration equipment, sales literature, catalogs, and other promotional materials relating to the Products in SEC's possession or control.

10. INDEMNIFICATION AND LIMIT OF LIABILITY

- 10.1. Indemnification by CGM for Third-Party Claims. CGM agrees to indemnify SEC and

its directors, officers, employees, successors, and assigns against, and agrees to hold SEC harmless from. Losses incurred by SEC as a result of third-party claims to the extent arising out of:

- 10.1.1. Any breach of or any inaccuracy in any representation or warranty made by CGM in Section 7; provided, however, that SEC shall not have any liability under this Section for any such third-party claim unless a written notice thereof is given by SEC to CGM not later than the close of business on the first anniversary of the Effective Date, in each case with each such notice specifying (in reasonably sufficient detail) the matter giving rise to the third-party claim, the nature of the third-party claim and, so far as practicable, the amount claimed;
- 10.1.2. Any infringement of the intellectual property rights of such third-party caused by CGM making, having made, using, or selling Licensed Product prior to the Effective Date;
- 10.1.3. Any product liability claims where the claim is attributable to Licensed Product sold by CGM prior to the Effective Date.

10.2. Indemnification by SEC for Third-Party Claims. SEC agrees to indemnify CGM and its directors, officers, employees, successors, and assigns (collectively the "CGM Indemnities") against, and agrees to hold CGM harmless from, Losses incurred by CGM Indemnities as a result of third-party claims to the extent arising out of:

- 10.2.1. Any breach of or any inaccuracy in any representation or warranty made by SEC in Section 7; provided, however, that SEC shall not have any liability under this Section for any such third-party claim unless a written notice thereof is given by CGM to SEC not later than the close of business on the first anniversary of the Effective Date, in each case with each such notice specifying (in reasonably sufficient detail) the matter giving rise to the third-party claim, the nature of the third-party claim and, so far as practicable, the amount claimed;
- 10.2.2. SEC making, having made, using, or selling the Licensed Product or Aftermarket Support Material;
- 10.2.3. Any product liability claims where the claim is attributable to Licensed Product sold by SEC on or after the Effective Date; or
- 10.2.4. Failing to respond to inquiries regarding valid warranty claims attributable to Licensed Product or Aftermarket Support Material regardless of when sold.

10.3. [Intentionally Omitted]

10.4. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND WHATSOEVER AND EXPLICITLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF

NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

- 10.5. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CGM SHALL HAVE NO LIABILITY WHATSOEVER TO SEC OR TO ANY THIRD-PARTY FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED UPON SEC OR ANY THIRD-PARTY, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (a) THE USE OR POSSESSION BY SEC OR PERMITTED TRANSFEREES OF ANY LICENSED OR ASSIGNED INTELLECTUAL PROPERTY SUPPLIED BY CGM, (b) THE MANUFACTURE, USE, POSSESSION, IMPORT, OFFER TO SELL, SALE, OR OTHER DISPOSITION BY SEC OR PERMITTED TRANSFEREES OF LICENSED PRODUCTS OR AFTERMARKET SUPPORT MATERIAL MADE BY USE OF THE LICENSED OR ASSIGNED INTELLECTUAL PROPERTY DISCLOSED BY CGM, OR (c) ANY ADVERTISING OR OTHER PROMOTIONAL ACTIVITIES WITH RESPECT TO ANY OF THE FOREGOING.
- 10.6. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE OR OBLIGATED IN ANY MANNER TO THE OTHER PARTY OR TO ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES (INCLUDING WITHOUT LIMITATION LOST OR ANTICIPATED REVENUES OR PROFITS) ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 10.7. Limitations on Liability. Except as set out in Sections 10.1 and 10.2, neither Party shall have any liability to the other Party under or in connection with this Agreement in excess of the aggregate of any funds paid for the Assignment Fee and License Fees.
- 10.8. Dispute Resolution.
- 10.8.1. The Parties recognize that disputes, controversies, or claims arising out of or in connection with this Agreement or with their interpretation, breach, termination, or invalidity (each a "Dispute"), may from time to time occur during the Term or following the Termination during the period of survival of any surviving Term of such surviving provisions. It is the Parties' objective to establish procedures to facilitate the resolution of Disputes in an expedient manner by mutual cooperation and without resorting to litigation. To accomplish this objective, subject to Section 10.8.4, the Parties shall follow the provisions of this Section 10.8 to resolve Disputes. Either Party may initiate the dispute resolution procedure of this Section 10.8 by delivering the other Party notice ("Dispute Notice").
- 10.8.2. Mediation. Within forty-five (45) days of delivery of a Dispute Notice, the Parties shall meet in person or electronically to attempt to resolve the Dispute ("Mediation") and shall continue to regularly meeting for up to ten (10) business days to resolve the Dispute. At the written request of either Party within five (5) business days of delivery of a Dispute Notice, the Parties will designate a third-party mediator to conduct the Mediation. If the Parties are unable to mutually

agree upon a mediator within five (5) business days of delivery of a Dispute Notice, the Party that received the Dispute Notice shall identify a mediator from a regional or national dispute resolution firm based in the United States of America within five (5) days of a written notice to do so by the Party delivering the Dispute Notice. The Mediation will be held in Charlotte, North Carolina or, if agreed by the parties, by electronic means. If the Parties are unable to resolve the Dispute through Mediation within forty-five (45) days of selection of a mediator, Parties may initiate a court proceeding.

10.8.3. Equitable Remedies; Court Proceedings. Notwithstanding the foregoing or anything to the contrary in this Agreement, either Party may initiate court proceedings in any court of competent jurisdiction for: (a) any claim for injunctive or other equitable relief, including specific performance, in the event of an actual or threatened breach by the other Party of any of its obligations under this Agreement, notwithstanding any ongoing discussions between the Parties, and the Parties hereby agree that (i) any such actual or threatened breach would give rise to irreparable harm for which monetary damages would not be an adequate remedy; and (ii) a Party will be entitled to seek such injunctive or other equitable relief, in addition to any and all other rights and remedies that may be available to such Party at Law or in equity or otherwise in respect of such breach, without the posting of any bond or other security; or (b) any Dispute concerning (i) the validity, construction, scope, enforceability, infringement, or misappropriation of rights related to the Patents or the Licensed Information.

10.8.4. Continued Performance. Each Party shall continue to perform its obligations under the Agreement pending final resolution of any Dispute unless to do so would be impossible or impracticable under the circumstances. If either Party receives a Dispute Notice, then any associated time to cure will be stayed pending the resolution of the issue pursuant to this Section 10.8.

II. MISCELLANEOUS

11.1. Entire Agreement; Operating Procedures. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

11.2. Amendments and Waivers. No amendment of any provision of this Agreement or any of its provisions (including Exhibit or Schedule) shall be valid unless the same shall be in writing and signed by CGM and SEC. No waiver by either Party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by CGM or SEC (as applicable) making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

- 11.3. No Third-Party Beneficiaries. Except as set out in Section 1.5, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- 11.4. Succession and Assignment. During the term of this Agreement, neither Party may assign this Agreement or any of its rights, interests, or obligations hereunder, including CGM's rights and interests in the Licensed or Assigned Intellectual Property that is specific to only the Licensed Products (and excluding Licensed or Assigned Intellectual Property that is also used by CGM for other products manufactured or sold by CGM), without the prior written consent of the other Party; *provided, however*, (a) that CGM may assign any or all of its rights and interests hereunder, including its rights and interests in the Licensed or Assigned Intellectual Property, to one or more of its Affiliates; (b) SEC may assign this Agreement to an Affiliate, or (c) SEC may assign this Agreement as a component of a sale of all or substantially all of the assets of SEC subject to written approval by CGM if SEC has not fully paid the license fee. CGM will not unreasonably withhold its approval to assign this Agreement. In the event of an assignment pursuant to 11.4(c), acquirer shall reaffirm its acceptance of the terms of this Agreement in writing to CGM simultaneously with the closing of such transaction. In the event of an assignment pursuant to this Section 11.4, the assigning Party shall continue to remain fully responsible to perform its obligations under this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 11.5. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or of any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Illinois.
- 11.6. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
- 11.7. Equitable Relief. Each Party agrees that certain breaches of this Agreement by the other Party may result in irreparable harm to the other Party, the extent of which would be difficult or impracticable to assess and that money damages would not be an adequate remedy for such breach. Accordingly, the other Party shall be entitled to seek immediate equitable and other provisional relief, including specific performance of this Agreement and a temporary restraining order, a preliminary injunction, a permanent injunction, or any of the foregoing as a remedy for such breach in addition to any other remedies available to a Party at law or in equity and without prejudice to any such other remedies.
- 11.8. Public Announcements. Neither Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party; *provided, however*, that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly traded securities, in which case the disclosing Party

will use its reasonable efforts to advise the other Party prior to making the disclosure. If the content is approved by both Parties, a public announcement regarding the Parties entering into this Agreement shall be made on the Effective Date or as soon as practicable thereafter.

- 11.9. Relationship. Each Party is an independent contractor and, as such, has no authority to negotiate for, bind, or obligate the other Party in any way without the prior written consent of the other Party. Nothing contained in this Agreement shall be deemed to create an agency, joint venture, partnership, or fiduciary relationship between the Parties. Neither Party is authorized to make any representations, contracts, or commitments on behalf of the other Party.
- 11.10. Survival. The rights and obligations contained in Sections 3-7, 10, and 11 shall survive termination or expiration of this Agreement.
- 11.11. Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- 11.12. Waiver. No failure or delay on the part of either Party in the exercise of any right, power, or privilege under this Agreement shall operate as a waiver of such right, power, or privilege. No single or partial waiver of any right, power, or privilege under this Agreement shall operate as a waiver of such right, power, or privilege in the future or of any other right, power, or privilege. The waiver by either Party of a breach of any provision of this Agreement may be effected only by a writing signed by the waiving Party and shall not operate or be construed as a waiver of any other or subsequent breach under this Agreement.
- 11.13. Allocation of Risk. The fees and limitations of liability and remedies for the license granted under this Agreement reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain between the Parties.
- 11.14. Costs and Expenses. Except as otherwise specifically provided in this Agreement, each Party shall be responsible for and bear all of its own costs and expenses in connection with this Agreement.
- 11.15. Litigation Support. In the event and for so long as any Party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the involving the Licensed Products or Aftermarket Support Material, each of the Parties shall cooperate in the contest or defense, make available its personnel, and provide such testimony and access to its books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under Section 10). For the avoidance of doubt, this Section 11.15 shall not apply to disputes or litigation between the Parties.

11.16. Non-Solicitation. Whereas Parties understand that CGM and its Affiliates have obligations set out in this Agreement that require the services of certain employees, SEC agrees that for a period of one (1) year from the Effective Date not directly or indirectly solicit those employees listed in Exhibit H for employment unless CGM grants permission in writing. CGM will not unreasonably withhold such permission.

12. INTERPRETATION

- 12.1. Capitalized terms defined in the singular include the plural and vice versa.
- 12.2. The words "include", "includes", and "including" mean include, includes and including "without limitation".
- 12.3. Unless otherwise expressly provided in this Agreement, references to Section numbers in this Agreement are to the corresponding numbered provisions of this Agreement.
- 12.4. Reference to and the definition of any document shall be deemed a reference to such document, including any schedules or exhibits thereto, as it may be amended, supplemented, revised, or modified.
- 12.5. The Section headings appearing in this Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or extent of such Section or in any way affect such Section.
- 12.6. Jointly Drafted. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

13. NOTICE

- 13.1. Communications Coordinators. CGM and SEC shall each appoint a primary communications coordinator to facilitate communication between the Parties.
- 13.2. All notices or reports permitted or required under this Agreement (a) shall be in writing, (b) shall reference this Agreement and the Section pursuant to which it is given, (c) shall be delivered by personal delivery, internationally or U.S. nationally recognized overnight courier (with postage and other fees paid), facsimile transmission, or certified or registered mail (return receipt requested), (d) shall be deemed given upon personal delivery, upon receipt if delivered by overnight courier, upon acknowledgement of receipt of electronic transmission, or three (3) days after deposit in the mail, and (e) shall be sent to the applicable Party at the following address or such other address as such Party may specify in writing:

If to CGM:

Caterpillar Global Mining LLC
875 W. Cushing St.
Tucson, Arizona 85745
USA
Attn: Mike Evans
Commercial Mgr. RI Services Development

Email: Evans.Michael.L@cat.com

With a copy to:

Caterpillar Inc.
100 N.E. Adams St.
Peoria, Illinois 61629-9600
Attn: Deputy General Counsel – Intellectual Property

If to SEC:

Simmons Equipment Company
847 Steeles Lane
Tazewell, Virginia 24651
Attn: Matt Simmons, President
Email: msimmons@simmonsequip.com

With a copy to:

The Mitchell Law Firm, a Professional Corporation
1700 Kraft Drive, Suite 2000
Blacksburg, Virginia 24060
Attn: Jeffery K. Mitchell, Esq.
Email: jeff@mitchell-firm.com

or such other address as either Party may from time to time specify by notice to the other Party. A Party may change the address to which notices and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth. Alternatively, written notice may also be sent by email and facsimile as listed above, but such notice shall not be effective unless the sender (a) transmits both an email and a facsimile notice, (b) receives a return facsimile acknowledging receipt of the notice, and (c) fails to receive an automatic email notice indicating a faulty email address. Notice shall be deemed received when actually delivered to the recipient as demonstrated by records. Facsimile notice shall be deemed received upon receipt by the sender of an acknowledgment as described. Email notice shall be deemed received upon transmission. The addresses and transmittal numbers set forth above can be changed only by written notice that complies with the requirements of this Section.

[Remainder of this page intentionally left blank.]

Handwritten initials/signature

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Simmons Equipment Company

Caterpillar Global Mining LLC

By: [Signature]

By: [Signature]

Name: Matthew J. Simmons

Name: Robert Hoeres

Title: President

Title: Officer

[Handwritten initials]

Exhibit A
Licensed Products

		Run-rate Royalty (%)	Introductory Royalty (%)	Introductory Terms (units)
Continuous Miner	SEC Model			For CM210 and CM220, introductory rate applies for 2 cumulative units of either. For CM260, rate goes up only after first CM260 sale.
CM210		4.50	2.50	
CM220		4.50	2.50	
CM260		2.50	0.00	1 units
Roof Bolter	SEC Model			
RB120		3.75	2.50	1 unit
Continuous Haulage	SEC Model			
FH330		4.50	2.50	1 System (minimum of 5 units) + individual units sold prior to first system
Face Hauler	SEC Model			
FH110		3.75	2.50	1 unit
Feeder Breaker	SEC Model			2 cumulative units of either model
FB85		3.75	2.50	
FB140		3.75	2.50	
Shield Hauler	SEC Model			For SH630, SH650, and SH680, introductory rate applies to 3 cumulative units of any of the models. For SH620, rate goes up only after first SH620 sale.
SH620		3.75	2.50	
SH630		5.00	2.50	
SH650		5.00	2.50	
SH680		5.00	2.50	
Aftermarket Support Material & Common Parts		7.50%		

PAT-21-00065

Copyright © 2011, All rights reserved.

TRADEMARK
REEL: 007876 FRAME: 0837

Simmons Equipment Company

Caterpillar Global Mining Equipment LLC

By: MA 7 51
Name: Matthew T. Simmons
Title: President

By: [Signature]
Name: Robert Hoenes
Title: Officer

PAT-21-00065

[Handwritten initials]
[Handwritten initials]

Exhibit B - Patents

Pat Reference	Patent Application Title	Country	Status	Filed Date	Application Number	Patent No.
14-1373-51809	SPROCKET FOR A TRACK-TYPE MACHINE	United States of America	Granted	2014-12-05	14/562322	9643668
14-1376-51812	UPPER TRANSITION ASSEMBLY FOR A TRACK-TYPE MACHINE	United States of America	Granted	2014-12-05	14/562374	9592864
14-1376-56953	UPPER TRANSITION ASSEMBLY FOR A TRACK-TYPE MACHINE	South Africa	Granted	2015-11-23	2015/08633	2015/08633
14-1376-57012	UPPER TRANSITION ASSEMBLY FOR A TRACK-TYPE MACHINE	China	Granted	2015-12-04	201510883526.3	201510883526.3
14-1377-51813	WEAR SHOE ASSEMBLY FOR A TRACK-TYPE MACHINE	United States of America	Granted	2014-12-05	14/562368	9505452
15-1492-56387	LOCK PLATE CONFIGURED TO RETAIN WEAR RUNNER	United States of America	Granted	2016-02-19	15/048588	9975589
15-1492-63146	LOCK PLATE CONFIGURED TO RETAIN WEAR RUNNER	Canada	Application	2017-02-14	2958038	

Handwritten initials: JCK and PR

Vertical text: Confidential Yellow

Exhibit C

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of _____, is made by Caterpillar Global Mining LLC, a _____ limited liability company ("CGM"), located at 875 West Cushing Street, Tucson, Arizona 85745, in favor of Simmons Equipment Company, LLC, a Virginia limited liability company ("SEC"), located at 847 Steeles Lane, Tazewell, Virginia 24651, the purchaser of certain assets of CGM pursuant to the Intellectual Property License and Assignment Agreement between the CGM and the SEC, dated as of November __, 2021 (the "Intellectual Property Agreement").

WHEREAS, under the terms of the Intellectual Property Agreement, CGM has conveyed, transferred, and assigned to SEC, among other assets, certain intellectual property of CGM, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CGM hereby irrevocably conveys, transfers, and assigns to SEC, and SEC hereby accepts, all of CGM's right, title, and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of CGM accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. CGM hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by SEC. Following the date hereof, upon SEC's reasonable request, CGM shall take such steps and actions, and provide such cooperation and assistance to SEC and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to SEC, or any assignee or successor thereto.

3. Terms of the Intellectual Property Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Intellectual Property Agreement, to which reference is made for a further statement of the rights and obligations of CGM and SEC with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Intellectual Property 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

Intellectual Property Agreement and the terms hereof, the terms of the Intellectual Property Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CGM has duly executed and delivered this Patent Assignment as of the date first above written.

CATERPILLAR GLOBAL MINING LLC

By: Robert Hoenes

Name: Robert Hoenes

Title: Officer

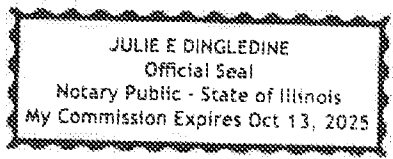
Address for Notices:

ACKNOWLEDGMENT STATE OF ILLINOIS

COUNTY OF Peoria

On the 16th day of December, 2021, before me personally appeared Robert Hoenes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Officer (title) of Caterpillar Global Mining LLC, a Delaware limited liability company, and acknowledged the instrument to be the free act and deed of Caterpillar Global Mining LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: Oct 13, 2025
Julie E. Dingle
Notary Public



Printed Name: Julie E. Dingle

AGREED TO AND ACCEPTED:

SIMMONS EQUIPMENT COMPANY, LLC

By: [Signature]

Name: [Signature]

Title: [Signature]

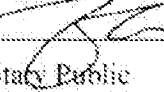
Address for Notices:

ACKNOWLEDGMENT
COMMONWEALTH OF VIRGINIA
COUNTY OF TAZEWELL

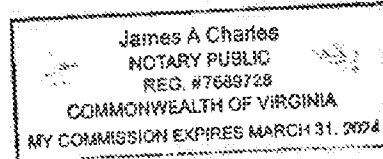
On the 29th day of Nov, 2021, before me personally appeared Matthew Simmons, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say MSH

that he executed the same in his authorized capacity as the President of Simmons Equipment Company, LLC, and acknowledged the instrument to be the free act and deed of Simmons Equipment Company, LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: 3/31/2024


Notary Public

Printed Name: James Charles



JSK

WRC

SCHEDULE I
ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
SPROCKET FOR A TRACK-TYPE MACHINE	United States of America	9643668	
UPPER TRANSITION ASSEMBLY FOR A TRACK-TYPE MACHINE	United States of America	9592864	
UPPER TRANSITION ASSEMBLY FOR A TRACK-TYPE MACHINE	South Africa	2015/08633	
UPPER TRANSITION ASSEMBLY FOR A TRACK-TYPE MACHINE	China	201510983526.3	
WEAR SHOE ASSEMBLY FOR A TRACK-TYPE MACHINE	United States of America	9505452	
LOCK PLATE CONFIGURED TO RETAIN WEAR RUNNER	United States of America	9975589	

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
LOCK PLATE CONFIGURED TO RETAIN WEAR RUNNER	Canada	2958038	2017-02-14

[Handwritten initials/signature]

Exhibit D

Continuous Miner
CM230
CM240
CM340
CM345N
CM445
CM845
Diesels
FH125D
CL210
CL215
SH640
SH660
SH150
Transportation
RB230
FH120
SU488
SU488D
FB110
Aftermarket Support Material

[Handwritten initials]

Exhibit E
Minimum Annual Royalty

Year	Minimum Annual Royalty payments (US)
1 st	\$0
2 nd	\$0
3 rd	\$150,000
4 th	\$150,000
5 th	\$150,000
6 th	\$150,000
7 th	\$150,000
8 th	\$150,000
9 th	\$150,000
10 th	\$150,000
11 th	\$150,000
12 th	\$150,000
13 th	\$150,000
14 th	\$150,000
15 th	\$150,000

05/11

WLL

Exhibit F

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of November __, 2021 is made by Caterpillar Global Mining LLC ("CGM"), a limited liability company incorporated under the laws of Delaware, with its principal place of business located at 875 W. Cushing Street, Tucson, Arizona 85745 ("CGM"), in favor of Simmons Equipment Company, LLC ("SEC"), a Virginia limited liability company, located at 847 Steeles Lane, Tazewell, Virginia 24651 ("SEC"), the purchaser of certain intellectual property assets of CGM pursuant to the Intellectual Property License and Assignment Agreement between SEC and CGM dated as of November __, 2021 (the "Intellectual Property Agreement").

WHEREAS, under the terms of the Intellectual Property Agreement, CGM has conveyed, transferred, and assigned to SEC, among other assets, certain intellectual property of CGM, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CGM hereby irrevocably conveys, transfers, and assigns to SEC, and SEC hereby accepts, all of CGM's right, title, and interest in and to the following:
 - (a) the trademark registrations and trademark applications set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of CGM accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. CGM hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by SEC. Following the date hereof, upon SEC's reasonable request, CGM shall take such steps and actions, and provide such cooperation and assistance to SEC and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to SEC, or any assignee or successor thereto.

Handwritten initials: JSH and KLL

3. Terms of the Intellectual Property Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Intellectual Property Agreement, to which reference is made for a further statement of the rights and obligations of CGM and SEC with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Intellectual Property 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 Intellectual Property Agreement and the terms hereof, the terms of the Intellectual Property Agreement shall govern.
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

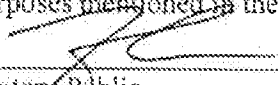
ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA

)
)SS.
)

COUNTY OF TAZEWELL

On the 23rd day of Nov, 2021, before me personally appeared Matthew Simmons, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Simmons Equipment Company, and acknowledged the instrument to be the free act and deed of Simmons Equipment Company, for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name:

My Commission Expires:

3/31/2022

James A Charles
NOTARY PUBLIC
REG. #7689728
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MARCH 31, 2024

Handwritten initials: JSC, RPK

SCHEDULE 1
Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Status
UN-A-HAULER	USA	1258487	November 22, 1983	Live

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
None				

Schedule A

Mark	Registration No.	Registration Date	Status
UN-A-HAULER	1258487	November 22, 1983	Live

Exhibit G
Inventory Price List

File Name	Date Created	Date Modified	Size

054

Exhibit H

Non-Solicitation Employee List

Raymond Barthelemy

Derick Hinderliter

Cynthia Jennings

Ken Matney

Dough Noll

George Shirey

Vincent Viars

Handwritten initials/signature

Exhibit C

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of _____, is made by Caterpillar Global Mining LLC, a _____ limited liability company ("CGM"), located at 875 West Cushing Street, Tucson, Arizona 85745, in favor of ~~Simmons Equipment Company, LLC, a Virginia limited liability company~~ ("SEC"), located at 847 Steeles Lane, Tazewell, Virginia 24651, the purchaser of certain assets of CGM pursuant to the Intellectual Property License and Assignment Agreement between the CGM and the SEC, dated as of November ____, 2021 (the "Intellectual Property Agreement").

REC 10/13/22
MFS 10/13/22

WHEREAS, under the terms of the Intellectual Property Agreement, CGM has conveyed, transferred, and assigned to SEC, among other assets, certain intellectual property of CGM, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CGM hereby irrevocably conveys, transfers, and assigns to SEC, and SEC hereby accepts, all of CGM's right, title, and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of CGM accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. CGM hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by SEC. Following the date hereof, upon SEC's reasonable request, CGM shall take such steps and actions, and provide such cooperation and assistance to SEC and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to SEC, or any assignee or successor thereto.

3. Terms of the Intellectual Property Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Intellectual Property Agreement, to which reference is made for a further statement of the rights and obligations of CGM and SEC with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Intellectual Property 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

354
REC MFS

Intellectual Property Agreement and the terms hereof, the terms of the Intellectual Property Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

BSH
ERC *MMS*

IN WITNESS WHEREOF, CGM has duly executed and delivered this Patent Assignment as of the date first above written.

CATERPILLAR GLOBAL MINING LLC

By: Robert Hoenes

Name: Robert Hoenes

Title: Officer

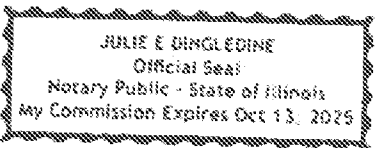
Address for Notices:

ACKNOWLEDGMENT STATE OF ILLINOIS

COUNTY OF Peoria

On the 16th day of December, 2021, before me personally appeared Robert Hoenes, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Officer (title) of Caterpillar Global Mining LLC, a Delaware limited liability company, and acknowledged the instrument to be the free act and deed of Caterpillar Global Mining LLC for the uses and purposes mentioned in the instrument.

My Commission Expires Oct 13, 2025
Julie E. Dingle
Notary Public



Printed Name: Julie E. Dingle

AGREED TO AND ACCEPTED:

SIMMONS EQUIPMENT COMPANY ~~INC~~

CR 10/13/22
MTS 10/13/22

By: _____
Name: _____
Title: _____
Address for Notices: _____

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA

COUNTY OF LAZIWELL

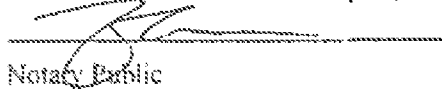
On the 23rd day of Nov, 21, before me personally appeared Matthew Simmons, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say

MTS

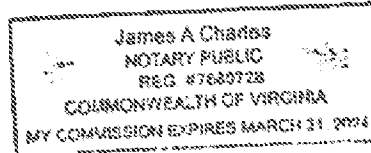
CR MTS

that he executed the same in his authorized capacity as the President of Simmons Equipment Company, LLC, and acknowledged the instrument to be the free act and deed of Simmons Equipment Company, LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: 3/21/2024


Notary Public

Printed Name: James Charles



054

MPC

Exhibit F

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of November __, 2021 is made by Caterpillar Global Mining LLC ("CGM"), a limited liability company incorporated under the laws of Delaware, with its principal place of business located at 875 W. Cushing Street, Tucson, Arizona 85745 ("CGM"), in favor of Simmons Equipment Company, LLC ("SEC"), ~~a Virginia limited liability company~~, located at 847 Steeles Lane, Tazewell, Virginia 24651 ("SEC"), the purchaser of certain intellectual property assets of CGM pursuant to the Intellectual Property License and Assignment Agreement between SEC and CGM dated as of November __, 2021 (the "Intellectual Property Agreement").

CGM 10/13/2022
MTS 10/13/22

WHEREAS, under the terms of the Intellectual Property Agreement, CGM has conveyed, transferred, and assigned to SEC, among other assets, certain intellectual property of CGM, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CGM hereby irrevocably conveys, transfers, and assigns to SEC, and SEC hereby accepts, all of CGM's right, title, and interest in and to the following:
 - (a) the trademark registrations and trademark applications set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of CGM accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. CGM hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by SEC. Following the date hereof, upon SEC's reasonable request, CGM shall take such steps and actions, and provide such cooperation and assistance to SEC and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to SEC, or any assignee or successor thereto.

ASH
RELL MTS

3. Terms of the Intellectual Property Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Intellectual Property Agreement, to which reference is made for a further statement of the rights and obligations of CGM and SEC with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Intellectual Property 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 Intellectual Property Agreement and the terms hereof, the terms of the Intellectual Property Agreement shall govern.
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

DSH
MTS

IN WITNESS WHEREOF, CGM has duly executed and delivered this Trademark Assignment as of the date first written above:

CATERPILLAR GLOBAL MINING LLC

By: Robert Hoenes
Name: Robert Hoenes
Title: Officer
Address for Notices:

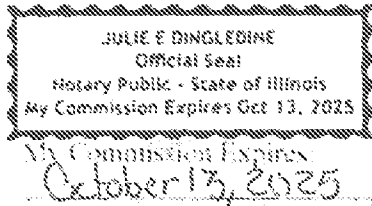
ACKNOWLEDGMENT

STATE OF ILLINOIS

1
188

COUNTY OF
Peoria

On the 16th day of December, 2021, before me personally appeared Robert Hoenes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same in his authorized capacity as the Officer (title) of Caterpillar Global Mining LLC, a limited liability company described, and acknowledged the instrument to be the free act and deed of Caterpillar Global Mining LLC for the uses and purposes mentioned in the instrument.



Julie E. Dingleline
Notary Public
Printed Name: Julie E. Dingleline

AGREED TO AND ACCEPTED:

SIMMONS EQUIPMENT COMPANY

By: Matthew Simmons
Name: Matthew Simmons
Title: President
Address for Notices:

MSL
MS

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA

)
ISS.

COUNTY OF TAZEWELL

On the 23rd day of Nov, 2021, before me personally appeared Matthew Simon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Simmons Equipment Company, and acknowledged the instrument to be the free act and deed of Simmons Equipment Company, for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name:

My Commission Expires:

3/31/2022

James A Charles
NOTARY PUBLIC
REG. #7589728
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MARCH 31, 2022

ASH
PK *MS*