

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCDANEL ADVANCED CERAMIC TECHNOLOGIES, LLC		09/30/2022	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MCDANEL ADVANCED CERAMIC TECHNOLOGIES, LLC		
Street Address:	510 Ninth Avenue		
City:	Beaver Falls		
State/Country:	PENNSYLVANIA		
Postal Code:	15010		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5172559	METRAZYL	
Registration Number:	0969014	MC DANEL	
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>			
Phone:	6173483094		
Email:	GJPenoyer@mintz.com, vsnicolau@mintz.com		
Correspondent Name:	Greg Penoyer		
Address Line 1:	1 Financial Center		
Address Line 2:	Mintz Levin Cohn Ferris Glovsky Popeo		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	Greg Penoyer		
SIGNATURE:	/Greg Penoyer/		
DATE SIGNED:	10/07/2022		
Total Attachments: 4			
source=Project Greenware - McDanel Buyer Trademark Assignment Agreement#page1.tif			
source=Project Greenware - McDanel Buyer Trademark Assignment Agreement#page2.tif			

CH \$65.00 5172559

source=Project Greenware - McDanel Buyer Trademark Assignment Agreement#page3.tif

source=Project Greenware - McDanel Buyer Trademark Assignment Agreement#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated September 30, 2022, is entered into by and between MCDANEL ADVANCED CERAMIC TECHNOLOGIES, LLC, a Pennsylvania limited liability company ("Assignor"), and MCDANEL ADVANCED CERAMIC TECHNOLOGIES, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor owns certain trademarks listed on Schedule A hereto (the "Marks");

WHEREAS, this Assignment is entered into in connection with the transactions contemplated by that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Assignee and the other parties listed therein (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, transfer, assign, contribute and/or deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's right, title and interest, as of the Closing, in and to the Acquired Assets, including the Marks; and

WHEREAS, the execution and delivery of this Assignment by the parties hereto is contemplated by the Purchase Agreement.

NOW, THEREFORE, pursuant to and in consideration of the representations, warranties, covenants and agreement set forth in the Purchase Agreement and the respective covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's entire, worldwide (for all jurisdictions throughout the world, including all countries and political entities) right, title and interest in and to the Marks and all common law rights in the Marks, together with the goodwill of the business symbolized by, appertaining thereto, and associated with the Marks, together with all income, royalties or payments due, accrued, or payable as of the date hereof or thereafter, including, any and all claims or causes of action for profits and damages by reason of past infringement of any of the Marks, effective as of the date hereof, and, subject to and in accordance with the representations, warranties, terms, covenants conditions and limitations in the Purchase Agreement, Assignee hereby accepts the conveyance, transfer and assignment of the foregoing.

2. Terms of Purchase Agreement. This Assignment shall, in all respects, be subject to the terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is only intended to affect the sale, conveyance, assignment, transfer and delivery of the Marks pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. The parties acknowledge and agree that the representations, warranties, exclusions, disclaimers, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Nothing set forth herein is intended to expand, supersede, modify, replace, amend, rescind, waive or in any way affect any of the rights or obligations of the parties set forth in the Purchase Agreement.

3. Recordation. Assignor hereby consents that a copy of this Assignment shall be deemed a full and formal equivalent of any assignment, consent to file, or like document, which may be required in any country or region for recordation purposes for any of the foregoing rights conveyed herein.

4. Further Assurances. In the case at any time after the Closing any further actions are necessary or appropriate to carry out the purposes of this Assignment, including in connection with the recordal of this Assignment in the United States and any other non-United States jurisdiction, each of the parties hereto will take, and shall cause their respective Affiliates to take, such further actions (including the execution and delivery of such further transfer, assignments and conveyances) as the other party may reasonably request, for no further consideration but at the sole cost and expense of the requesting party (unless the requesting party is entitled to indemnification thereof under Article 8 of the Purchase Agreement).

5. Successors and Assignments. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

6. Notices. Any notice or other communication required or permitted to be given hereunder will be sufficient if it is given to Assignor or Assignee in the manner set forth in Section 9.07 of the Purchase Agreement.

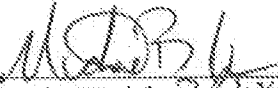
7. Miscellaneous. The provisions set forth in Sections 9.05 (*Counterparts; Electronic Signatures*), 9.06 (*Table of Contents; Headings*), 9.08 (*Governing Law*), 9.10 (*Severability*), 9.11 (*Fees and Expenses*), 9.12 (*Construction*), 9.14 (*Specific Performance*), 9.15 (*Forum Selection; Submission to Jurisdiction*), 9.16 (*Waiver of Jury Trial*) of the Purchase Agreement are incorporated herein by reference as if they were fully set forth herein, mutatis mutandis.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first above written.

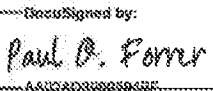
ASSIGNOR:

MCDANEL ADVANCED CERAMIC
TECHNOLOGIES, LLC, a Pennsylvania limited
liability company

By: 
Name: MICHAEL P. TELOSKA
Title: CEO

ASSIGNEE:

MCDANEL ADVANCED CERAMIC
TECHNOLOGIES, LLC, a Delaware limited
liability company

By: 
Name: Paul O. Forrer
Title: Authorized Person

[Signature Page to McDanel Buyer Trademark Assignment Agreement]

SCHEDULE A

MARKS

Country	Serial No.	Registration No.	Mark
US	86849136	5172559	METRAZYL
US	72416154	969014	MCDANEL [logo]