

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM766463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woods Equipment Company		10/19/2022	Corporation: DELAWARE
Oregon Tool, Inc.		10/19/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Epiroc Drilling Tools LLC		
Street Address:	P.O. Box 271		
City:	Ft. Loudon		
State/Country:	PENNSYLVANIA		
Postal Code:	17224		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1396482	CF	
Registration Number:	1892945	RIPPER BUCKET	
Registration Number:	1005542	JAW	
Registration Number:	0684757	WAIN ROY	
Registration Number:	1182720	GANNON	
CORRESPONDENCE DATA			
Fax Number:	2146653601		
<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:	newgentk@gtlaw.com		
Correspondent Name:	GREENBERG TRAURIG, LLP		
Address Line 1:	2200 Ross Avenue		
Address Line 2:	SUITE 5200		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	177344.011900		
NAME OF SUBMITTER:	Katie Newgent		
SIGNATURE:	/Katie Newgent/		
DATE SIGNED:	11/08/2022		

CH \$140.00 1396482

Total Attachments: 6

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TRADEMARK

REEL: 007886 FRAME: 0316

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “IP Assignment”), dated as of November 2, 2022 (the “Effective Date”), is being executed and delivered by Woods Equipment Company (f/k/a WEC Company and as successor to Woods Construction Equipment), a Delaware corporation (“Seller”), and Oregon Tool, Inc. (f/k/a Blount, Inc.), a Delaware corporation (“Parent,” together with Seller, the “Assignors” and individually, an “Assignor”), to Epiroc Drilling Tools LLC, a Delaware limited liability company (“Purchaser” and, together with Assignors, the “Parties” and each are individually referred to as a “Party”), pursuant to the terms of that certain Asset Purchase Agreement, dated as of the October 19, 2022, by and between Purchaser and Seller (the “APA”). To the extent that any provision of this Assignment is inconsistent with the APA, the APA shall control. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the APA.

WHEREAS, each Assignor desires to convey, transfer, and assign to Purchaser all intellectual property of such Assignor related to the Business in connection with the transactions contemplated by the APA;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of such Assignor’s right, title, and interest in and to the following Intellectual Property Rights used or held for use in the Business (the “Assigned IP”):

(a) all patents, patent applications, and inventions and discoveries that may be patentable (including all related provisionals, continuations, continuations-in-part, divisionals, reissues, renewals, and extensions, and all priority rights and rights under any international patent conventions, agreements or treaties, the United States or any other jurisdiction;

(b) all fictional business names, trading names, registered and unregistered trademarks/service marks, registered designs, and applications therefor, including, without limitation, those set forth on **Schedule 1** hereto (and all issuances, extensions, and renewals thereof) (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on **Schedule 1** hereto, the transfer of such applications accompanies, that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all copyrights in both published works and unpublished works;

(d) manufacturing methods, supplier lists, software, trade secrets, confidential information, know-how, technology, technical information, data, process, schematics, plans, drawings, blueprints and customer lists, supplier lists and all documentation relating to any of the foregoing regardless of the stage of development, including, without limitation, those set forth on **Schedule 2** (collectively, the “Trade Secrets”);

(e) the internet domain name registrations and social media sites owned or used by the Business or that use any derivative of the Trademarks, including, without limitation, those set forth on **Schedule 3** hereto (collectively, the “Domain Names”);

- (f) all computer software (including source code, executable code, data, databases and related documentation), regardless of the stage of development;
- (g) all licenses, sublicenses, and other agreements;
- (h) all advertising and promotional materials;
- (i) all other proprietary rights; and all copies and tangible embodiments thereof (in whatever form or medium) owned, used, or licensed by each Assignor as licensee or licensor and related to the Business;
- (j) all moral and economic rights of authors and inventors, in the foregoing;
- (k) all rights of any kind whatsoever of each Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (l) 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
- (m) 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. Each Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, and at Purchaser's sole cost and expense, each Assignor shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 IP to Purchaser, or any assignee or successor thereto.

3. Governing Law. This IP 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 IP Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

4. Miscellaneous. To the extent that any provision of this Assignment is inconsistent with the APA, the APA shall control. This IP 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.

[Signatures are on the following page]

IN WITNESS WHEREOF, each of Assignors and Purchaser has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

WOODS EQUIPMENT COMPANY
(f/k/a WEC Company and as successor to Woods
Construction Equipment),
a Delaware corporation

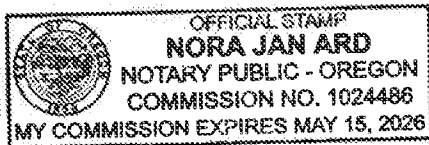
By: [Signature]
Name: Terry Hames
Title: Chief Financial Officer
Address for Notices: c/o Oregon Tool, Inc., 4909 SE
International Way, Portland, Oregon 97222-4679

ACKNOWLEDGMENT

STATE OF OR)
)SS.
COUNTY OF Clackamas)

On the 1 day of November, 2022, before me personally appeared Terry Hames, 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 they executed the same in their authorized capacity as the Chief Financial Officer of Woods Equipment Company (f/k/a WEC Company and as successor to Woods Construction Equipment), a Delaware corporation ("Seller"), and acknowledged the instrument to be the free act and deed of Seller for the uses and purposes mentioned in the instrument.

My Commission Expires: 5/15/26



[Signature]
Notary Public
Printed Name: Nora ard

SELLER:

OREGON TOOL, INC.
(f/k/a Blount, Inc.), a Delaware corporation

By: [Signature]
Name: Terry Hames
Title: Chief Financial Officer
Address for Notices: c/o Oregon Tool, Inc., 4909 SE
International Way, Portland, Oregon 97222-4679

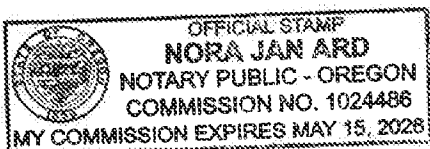
ACKNOWLEDGMENT

STATE OF OR)
)SS.
COUNTY OF Clackamas)

On the 1 day of November, 2022, before me personally appeared Terry Hames 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 they executed the same in their authorized capacity as the Chief Financial Officer of Oregon Tool, Inc. (f/k/a Blount, Inc.), a Delaware corporation ("Parent"), and acknowledged the instrument to be the free act and deed of Parent for the uses and purposes mentioned in the instrument.

My Commission Expires: 05/15/26

[Signature page to Intellectual Property Assignment—Woods Equipment Company]



[Signature]
Notary Public
Printed Name: Nora ard

BUYER:

EPIROC DRILLING TOOLS LLC

By: 
Name: Keith L. Mackling
Title: General Manager and President
Address for Notices: P.O. Box 271, Ft.
Loudon, PA 17224

ACKNOWLEDGMENT

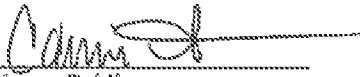
STATE OF WISCONSIN

COUNTY OF Marathon

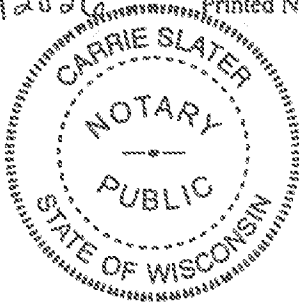
)
)SS.
)

On the 1 day of November, 2022, before me personally appeared Keith L. Mackling, 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 General Manager and President of Epiroc Drilling Tools LLC, a Delaware limited liability company ("Purchaser"), and acknowledged the instrument to be the free act and deed of Purchaser for the uses and purposes mentioned in the instrument.

My Commission Expires: 10/26/2026




Notary Public

Printed Name: Carrie Slater



[Signature page to Intellectual Property Assignment—Woods Equipment Company]

SCHEDULE 1
TRADEMARKS

Registered Holder	Mark	Goods/Wares/Services	Registration Number	Registration Date	Renewal Deadline	Expiration Date
1. Woods Equipment Co.	CF & DESIGN 	Class 7: Attachments for excavators and loaders -- namely, buckets, rippers, scarafiers, grapples, and coupling apparatus therefor	1396482	6/10/1986	6/10/2016 Renewal filed 5/19/2016	12/10/2026 (absent renewal)
2. Woods Equipment Co.	RIPPER BUCKET	Class 7: Heavy construction equipment, namely a quick release coupler used to connect a tool attachment such as a shovel, bucket or claw to a tractor or backhoe	1892945	5/9/1995	5/9/2015 To lapse	Cancelled as of 4/10/2020
3. Woods Equipment Co.	JAW	Class 7: Materials handling equipment- namely, backhoe buckets and attachments therefor	1005542	2/25/1975	2/25/2025	8/25/2025 (absent renewal)
4. Woods Equipment Co.	WAIN ROY	Class 7: Excavating equipment and the like	684757	9/8/1959	9/8/2019 Renewal filed New Renewal Deadline: 9/10/29	3/8/2030 (absent renewal)
5. Woods Equipment Co.	GANNON	Class 7: Earth Moving Equipment- Namely, Scrapers, Scarifiers, Back Hoe Buckets, Loader Buckets,	1182720	12/22/1981	12/22/2021 Renewal filed New Renewal Deadline: 12/22/31	6/22/ 2032 (absent renewal)
6. Woods Equipment Co.	CF & DESIGN 	Attachments for excavators and loaders, namely, buckets, rippers, scarafiers, grapples, and coupling apparatus therefor	TMA442890	5/12/1995	5/12/2025	5/12/2025 (absent renewal)
7. Woods Equipment Co.	RIPPER BUCKET	Excavating tools for use with construction equipment, namely, shovels, buckets and claws, for use with construction equipment such as tractors, excavators, backhoes, front-end loaders, skid-steers, earth moving vehicles, articulated vehicles and tracked vehicles	TMA551697	9/27/2001	9/27/2016 Renewal filed new renewal deadline 9/27/2031	9/27/2031 (absent renewal)

SCHEDULE 2
TRADE SECRETS

All know how, trade secrets, confidential information, customer lists, supplier lists, technical information, data, process technology, plans, and blue prints of the Seller used or held for use in the Business, and the drawings of the Seller used or held for use in the Business and identified in the document entitled “FragWC” and located at “VII.F.15. List of Drawings 2022.09.15” and the drawings identified in the document entitled “Pallet Forks 10-2022” and located at “VII.F.16. Pallet Forks 10-2022”.

SCHEDULE 3

DOMAIN NAMES

OWNER

- | | |
|-----------------------------------|---------------------|
| 1. CENTRALFAB.COM | Blount, Inc. |
| 2. GANNONCONSTRUCTION.COM | Blount, Inc. |
| 3. GANNONEQUIPMENT.COM | Blount, Inc. |
| 4. GANNONMANUFACTURING.COM | Blount, Inc. |
| 5. GANNONMFG.COM | Blount, Inc. |
| 6. WAIN-ROY.COM | Blount, Inc. |
| 7. WAIN-ROYCONSTRUCTION.COM | Blount, Inc. |
| 8. WOODSCONSTRUCTIONEQUIPMENT.COM | Blount, Inc. |
| 9. WAINROY.COM | Oregon Tool, Inc. |
| 10. Woodsconstruction.uk | Woods Equipment Co. |
| 11. Woodsconstructionequipment.uk | Woods Equipment Co. |

Social Media Accounts

www.linkedin.com/company/wainroy