

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMA Photometals of Arizona, Inc.		10/31/2022	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	PMA Industries, LLC		
Street Address:	18008 N Black Canyon Hwy.		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85053		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5791510	MAKER'S MOVEMENT	
CORRESPONDENCE DATA			
Fax Number:	2149224142		
<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:	2149224119		
Email:	nward@hallettperrin.com		
Correspondent Name:	Nadine Ward		
Address Line 1:	1445 Ross Ave		
Address Line 2:	Suite 2400		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	41320-00001		
NAME OF SUBMITTER:	Bruce H. Hallett		
SIGNATURE:	/bruce h. hallett/		
DATE SIGNED:	11/01/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment dated as of October 31, 2022 (this “**IP Assignment**”), is made by PMA Photometals of Arizona, Inc., an Arizona corporation (“**Assignor**”), in favor of PMA Industries, LLC, a Delaware limited liability company (“**Assignee**”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain Strict Foreclosure Agreement, dated as of the date hereof, to which Assignor and Assignee are parties (the “**Foreclosure Agreement**”).

Concurrently with the execution of this IP Assignment, Assignor is consummating the transactions contemplated by the Foreclosure Agreement, pursuant to which the Assignor has agreed to contribute, convey, transfer, assign and deliver to Assignee all of Assignor’s right, title and interest in and to, among other things, the Intellectual Property (as defined below); and

Assignor and Assignee desire to execute this IP Assignment for purposes of recording the assignment of the Intellectual Property (as defined below) and filing this IP Assignment with the United States Patent and Trademark Office and/or any other applicable intellectual property offices and/or similar agencies outside of the United States, as may be necessary to effectuate the assignment of the Intellectual Property (as defined below).

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby conveys, transfers, assigns and delivers to Assignee all of Assignor’s right, title and interest throughout the world in and to (a) the intellectual property (and the registrations and applications therefor) listed on Exhibit A and all goodwill corresponding thereto (collectively, the “**Assigned Intellectual Property**”) and (b) (i) all rights pertaining to the Assigned Intellectual Property arising under international treaties and convention rights; (ii) the right and power to assert, defend and recover title to the Assigned Intellectual Property; (iii) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to the Assigned Intellectual Property; (iv) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of the Assigned Intellectual Property; and (v) all administrative rights arising from the Assigned Intellectual Property, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to the Assigned Intellectual Property.

2. This IP Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and will become effective when one or more counterparts have been signed by a party and delivered to the other parties. Copies of executed counterparts transmitted by fax or email shall be considered original executed counterparts for purposes of this Section 2, provided that receipt of copies of such counterparts is confirmed.

3. This IP Assignment is subject in all respects to the terms and conditions of the Foreclosure Agreement. Nothing contained in this IP Assignment shall be deemed to supersede, enlarge, modify, or waive any of the representations, warranties, covenants or other agreements

contained in the Foreclosure Agreement. To the extent any provision of this IP Assignment is inconsistent with the Foreclosure Agreement, the provisions of the Foreclosure Agreement shall control.

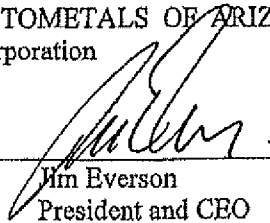
4. This IP Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

Signature Pages Follow

The undersigned have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above.

ASSIGNOR:

PMA PHOTOMETALS OF ARIZONA, INC., an
Arizona corporation

By:  _____
Name: Jim Everson
Title: President and CEO

ASSIGNEE:

PMA INDUSTRIES, LLC, a Delaware limited
liability company

By: _____
Name: Raymond H. Kingsbury
Title: Manager

The undersigned have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above.

ASSIGNOR:

PMA PHOTOMETALS OF ARIZONA, INC., an
Arizona corporation

By: _____

Name: Jim Everson
Title: President and CEO

ASSIGNEE:

PMA INDUSTRIES, LLC, a Delaware limited
liability company

By: _____

Name: Raymond H. Kingsbury
Title: Manager

EXHIBIT A

INTELLECTUAL PROPERTY

Trademarks:

Serial Number	Registration Number	Mark	Date Registered
87779881	5791510	MAKER'S MOVEMENT	July 2, 2019

Patents:

Patent Number US2011303105, dated December 15, 2011, titled "Multi-Tiered Non-Apertured Media Embossing and Cutting Template"; and

Patent Number US2011107926, dated May 12, 2011, titled "Noon-Apertured Media Embossing Template".