

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM773527

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bearings & Drives, Inc.		12/08/2022	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	B&D Industrial Enterprises, Inc.		
<b>Street Address:</b>	607 Lower Poplar St.		
<b>City:</b>	Macon		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	31201		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2782813	SCALE SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2155127467		
<b>Email:</b>	frankenfieldb@ballardspahr.com		
<b>Correspondent Name:</b>	Beth Frankenfield, Ballard Spahr LLP		
<b>Address Line 1:</b>	1735 Market Street 51st Fl.		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Beth Frankenfield		
<b>SIGNATURE:</b>	/Beth Frankenfield/		
<b>DATE SIGNED:</b>	12/12/2022		
<b>Total Attachments: 1</b>			
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CH \$40.00 2782813

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (hereinafter referred to as "Assignment") is made by and between Bearings & Drives, Inc., a Georgia corporation (the "Assignor"), and B&D Industrial Enterprises, Inc., a Georgia Corporation (the "Assignee") (each individually a "Party" and collectively, the "Parties").

WHEREAS, Assignor is the owner of all right, title and interest in and to the following



trademark: SCALE SYSTEMS, together with the United States trademark registration therefore, Registration No. **2782813** (collectively, the "Mark"), as well as the goodwill of the business symbolized by the Mark; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, assign, transfer and convey to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Mark, including all stylizations and logos associated therewith, together with the good will of the business connected with, and symbolized by, the Mark (including, without limitation, the exclusive rights to apply for and maintain all registrations, renewals and/or extensions and any priority right that may arise from the Mark). Assignor also assigns unto Assignee all claims for relief by reason of any past infringements of such Mark, with the right to sue for and collect damages for Assignee's own use and benefit, and for the use and benefit of Assignee's successors, assigns and other legal representatives.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, and in any applicable jurisdictions outside of the United States, to record this assignment. Assignor agrees to further execute any documents reasonably necessary to effect this Assignment, or to confirm Assignee's ownership of the Mark.

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment, which is effective as of the last date written below.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of this 2<sup>nd</sup> day of December, 2022.

ASSIGNOR:

Signature: Andrew H. Nations

Name: Andrew H. Nations

Title: Chmn.

ASSIGNEE:

Signature: Lauren Lantier

Name: Lauren Lantier

Title: Co-CEO