

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM779692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Standex International Corporation		01/10/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Procon US, Inc.		
Street Address:	23 Keewaydin Drive		
Internal Address:	Suite 300		
City:	Salem		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03079		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0710224	PROCON	
Registration Number:	5910707	CUSTOM FLUID SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	7172601641		
<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:	17172328000		
Email:	trademarks@mcneeslaw.com		
Correspondent Name:	Sue Heberlig		
Address Line 1:	100 Pine Street		
Address Line 4:	Harrisburg, PENNSYLVANIA 17108		
ATTORNEY DOCKET NUMBER:	57712-0009		
NAME OF SUBMITTER:	Sue Heberlig		
SIGNATURE:	/SueHeb/		
DATE SIGNED:	01/10/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

WHEREAS, Standex International Corporation ("ASSIGNOR"), a Delaware, USA corporation with offices at 23 Keewaydin Drive, Suite 300, Salem, New Hampshire USA 03079, has been using and is the owner of all rights in and to the trademarks and servicemarks, the registrations thereof and the goodwill of the business symbolized by said trademarks and servicemarks listed on Exhibit A.

WHEREAS, on November 17, 2022, ASSIGNOR and Procon US, Inc. ("ASSIGNEE"), a Delaware corporation with offices at 23 Keewaydin Drive, Suite 300, Salem, New Hampshire, USA 03079, have entered into a contribution agreement pursuant to which, in exchange for one hundred (100) shares of ASSIGNEE stock, ASSIGNOR has agreed to transfer, and ASSIGNEE has accepted, the Contributed Assets and the Assumed Liabilities (each as defined in the aforementioned contribution agreement);

WHEREAS, to give effect to the aforementioned transfer, ASSIGNOR desires to transfer to ASSIGNEE, its entire right, title and interest in certain business assets, including the trademarks and servicemarks listed on Exhibit A and the registrations thereof, and the goodwill of the business symbolized by said trademarks and servicemarks; and ASSIGNEE is desirous of acquiring same;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign unto ASSIGNEE, all of ASSIGNOR's right, title and interest in and to the trademarks and servicemarks throughout the world, the registrations thereof, and the goodwill of the business symbolized by said trademarks and servicemarks and the right to sue, either at law or in equity, and to recover for any past or future infringement thereof;

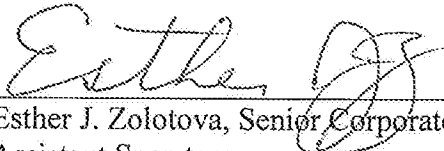
AND FURTHER, ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record ASSIGNEE as the owner of the trademarks and servicemarks, and to issue any and all trademarks and servicemarks to ASSIGNEE, as assignee of ASSIGNOR's entire right, title and interest in, to, and under the same. ASSIGNEE shall have the right to record this agreement with all applicable governmental authorities and registrars so as to perfect its ownership of the trademarks and servicemarks.

AND FURTHER, The provisions of this agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their respective successors and permitted transferees and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument effective the 10th day of January, 2023.

ASSIGNOR:

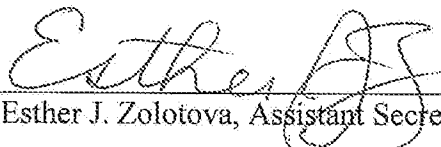
STANDEX INTERNATIONAL CORPORATION

By: 

Esther J. Zolotova, Senior Corporate Counsel &
Assistant Secretary

ASSIGNEE:

PROCON US, INC.

By: 

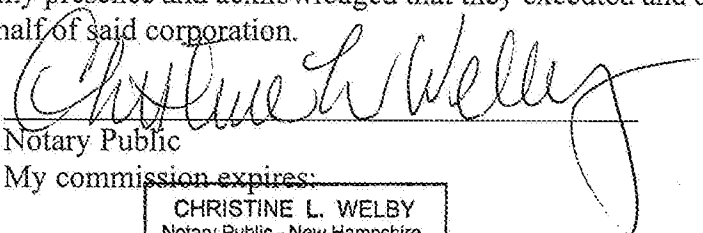
Esther J. Zolotova, Assistant Secretary

State of New Hampshire
County of Rockingham

January 10, 2023

The foregoing was acknowledged before me, the undersigned officer, this 10th day of January, 2023 by Esther J. Zolotova, in her capacity as Senior Corporate Counsel & Assistant Secretary of Standex International Corporation, known to me (or satisfactorily proven to me) to be the person named above who subscribed the within instrument in my presence and acknowledged that they executed and delivered the same as their free act and deed on behalf of said corporation.

(Seal)


Notary Public

My commission expires:

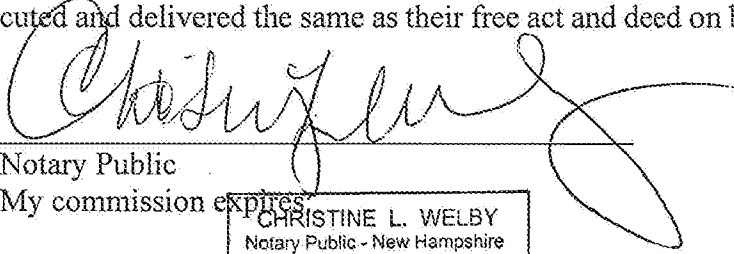
CHRISTINE L. WELBY
Notary Public - New Hampshire
My Commission Expires
July 27, 2027

State of New Hampshire
County of Rockingham

January 10, 2023

The foregoing was acknowledged before me, the undersigned officer, this 10th day of January, 2023 by Esther J. Zolotova, in her capacity as Assistant Secretary of Procon US, Inc., known to me (or satisfactorily proven to me) to be the person named above who subscribed the within instrument in my presence and acknowledged that they executed and delivered the same as their free act and deed on behalf of said corporation.

(Seal)


Notary Public

My commission expires

CHRISTINE L. WELBY
Notary Public - New Hampshire
My Commission Expires
July 27, 2027

EXHIBIT A

<u>Trademark/Service mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
PROCON	Argentina	3331466	7-Feb-2003
PROCON	Argentina	3323186	21-Nov-2002
PROCON	Australia	214435	24-Oct-1967
PROCON	Bolivia	107079A	15-Mar-1988
PROCON	Brazil	810096595	5-Apr-1983
PROCON	Canada	TMA164963	5-Sep-1969
PROCON	Chile	795370	4-Jun-2007
PROCON	China	958206	7-Mar-1997
PROCON	Colombia	128198	27-Feb-1990
PROCON	European Union	000449470	31-Jan-1997
PROCON (Chinese Characters)	Hong Kong	199605996	5-Jul-1996
PROCON	Hong Kong	199605997	5-Jun-1995
PROCON	Indonesia	IDM000028019	20-Dec-1996
PROCON	Ireland	89574	5-Jul-1976
PROCON	Israel	98926	8-Oct-1996
PROCON	Japan	0850609	25-Mar-1970
PROCON	Malaysia	95006879	30-May-1998
PROCON	Mexico	260885	17-Jun-1981
PROCON	Panama	043726	30-Nov-1987
PROCON	Paraguay	449292	19-Jun-1987
PROCON	Peru	PI0067339	13-May-1987
PROCON	Republic of Korea	4003591610000	3-Apr-1997
PROCON	Russian Federation	167828	15-Sep-1998
PROCON	Singapore	T9504891D	1-Jun-1995
PROCON (Chinese Characters)	Singapore	T950504SE	6-Jun-1995
PROCON	South Africa	196801218	28-Nov-1968
PROCON	Switzerland	360823	18-Apr-1988
PROCON	Taiwan	00737313	1-Dec-1996
PROCON	Thailand	Kor243899	18-Aug-2005
PROCON	Uruguay	490484	23-Jun-1988
PROCON	USA	0710224	24-Jan-1961
CUSTOM FLUID SOLUTIONS	USA	5910707	12-Nov-2019
PROCON	Venezuela	F150481	17-Jan-1994