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ETAS ID: TM785849

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
InfoCase LLC		12/20/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Gamber-Johnson LLC		
Street Address:	5001 Joerns Drive		
City:	Stevens Point		
State/Country:	WISCONSIN		
Postal Code:	54481		
Entity Type:	Limited Liability Company: WISCONSIN		

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4798508	MODUFLEX
Registration Number:	3532857	TOUGH MATE
Registration Number:	2351907	CLASSMATE
Registration Number:	2347319	FIELDMATE
Registration Number:	1835304	INFOCASE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 312-222-0800

Email: chiipdocket@michaelbest.com

Correspondent Name: Martin L. Stern

Address Line 1: 444 W. Lake Street, Suite 3200 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Martin L. Stern

SIGNATURE: /Martin L. Stern/

DATE SIGNED: 02/09/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is dated as of December 20, 2022, by and among InfoCase LLC, a Delaware limited liability company, having an address at 4566 Cornell Road, Blue Ash, Ohio, USA ("Assignor"), and Gamber-Johnson LLC, a Wisconsin limited liability company, having its principal place of business at 5001 Joerns Drive, Stevens Point, Wisconsin, USA ("Assignee").

WHEREAS, Assignor has agreed to sell, convey, transfer, and assign to Assignee the trademarks and U.S. trademark registrations therefor ("the Trademark Registrations") set forth on **Schedule 1** hereto, together with the goodwill of the business symbolized by the trademarks and the Trademark Registrations therefor, and Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions throughout the world.

NOW THEREFORE, Assignor and Assignee agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has irrevocably sold, conveyed, transferred, and assigned, and by these presents does hereby irrevocably sell, convey, transfer, and assign to Assignee, all of Assignor's right, title, and interest in and to the following (collectively, "the Assigned IP"):
 - (a) the trademarks and the Trademark Registrations therefor set forth on **Schedule 1** hereto, together with the goodwill of the business symbolized by the trademarks and the Trademark Registrations therefor;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) 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
 - (d) 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.

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- 2. Additional Documentation and Assistance by Assignor. To carry out the intent of the parties to this Assignment, in addition to the execution and delivery of this Assignment and any other assignments provided by Assignee, Assignor further agrees, prior to, on and after the effective date of this Assignment first written above: (a) to execute (i) all necessary papers throughout the world to be used in connection with the Assigned IP as Assignee may deem necessary or expedient, (ii) all papers in connection with any interference, opposition, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the Assigned IP, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any applications for the Assigned IP; (b) to cooperate with Assignee at Assignee's expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) to perform at Assignee's expense all other affirmative acts which in Assignee's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the Assigned IP.
- 3. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world, to record and register this Assignment upon request by Assignee.
- 4. <u>Counterparts</u>. This 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. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- 5. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Insertions and Modifications.</u> Assignor hereby grants to the law firm of Michael Best & Friedrich LLP, 444 W. Lake Street, Suite 3200, Chicago, Illinois 60606, USA authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the Assigned IP for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.
- 7. Governing Law. This 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule whether of the State of Wisconsin or any other jurisdiction.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

ASSIGNOR: InfoCase LLC

Name: Mathew Snyder

Title: Chief Financial Officer

ACKNOWLEDGEMENT

State of Wisconsin		
	SS	
County of Portage		
r la		
On this 20^{11} day of E	December, in the year 2022, b	efore me, a Notary Public, in and for
•		County of Portage, personally appeared
Mathew Snyder	, who is <u>CFO</u>	of ASSIGNOR, InfoCase LLC,
known to me to be the perso	n who executed this docume	nt on behalf of said ASSIGNOR,
InfoCase LLC, and acknow	ledged to me that he execute	d the same for the purposes therein

stated.

(Seal)

. Notary Public

AGREED TO AND ACCEPTED:

ASSIGNEE:

Gamber-Johnson LLC

Name: Jason Lewandowski

Title: VP-Engineering

ACKNOWLEDGEMENT

State of Wisconsin

County of Portage

On this 20th day of December, in the year 2022, before me, a Notary Public, in and for said State of Wisconsin, United States of America, in the County of Portage, personally appeared 1950 Lawardows i., who is 1-Chairman ASSIGNEE, Gamber-Johnson LLC, known to me to be the person who executed this document on behalf of said ASSIGNEE, Gamber-Johnson LLC, and acknowledged to me that he executed the same for the purposes therein stated.

(Seal)

, Notary Public

Schedule 1

MARK	QP1.8.80	TI F DATE	Pho No	REG DATE
MODUFLEX	86458435	2014-11-19	4798508	2015-06-09
TOUGH MATE	76655039	2006-02-09	3532857	2008-11-18
CLASSMATE	75758499	1999-07-23	2351907	2000-05-23
FIELDMATE	75758498	1999-07-23	2347319	2000-05-02
INFOCASE	74417777	1993-07-28	1835304	1994-05-10

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