

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DiaPac, LLC		10/31/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Oerlikon Metco (US) Inc.		
Street Address:	1101 Prospect Avenue		
City:	Westbury		
State/Country:	NEW YORK		
Postal Code:	11590		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5219958	DIACLAD XTREME	
Registration Number:	5219957	DIACLAD ENDURO	
Registration Number:	5176525	DIACLAD	
CORRESPONDENCE DATA			
Fax Number:	7037161180		
<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:	703-716-1191		
Email:	eteas@gbpatent.com		
Correspondent Name:	Jeffrey H. Handelsman		
Address Line 1:	Greenblum & Bernstein, P.L.C.		
Address Line 2:	1950 Roland Clarke Place		
Address Line 4:	Reston, VIRGINIA 20191-1411		
NAME OF SUBMITTER:	Jeffrey H. Handelsman, MD Bar (J601052)		
SIGNATURE:	/Jeffrey H. Handelsman/		
DATE SIGNED:	02/23/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”), dated as of October 31, 2017, is executed by DiaPac, LLC, a Texas limited liability company (“Assignor”), in favor of Oerlikon Metco (US) Inc., a Delaware corporation (“Assignee”), in connection with and subject to that certain Asset Purchase Agreement, dated as of October 31, 2017, by and among Assignor, Assignee, Diamond Recovery Services, Inc., and Robert Horswell (the “Asset Purchase Agreement”).

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in and to the trademark registrations set forth on Schedule A hereto and the trademarks to which the registrations are directed (collectively, the “Marks”); and

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to accept the assignment of all right, title and interest of Assignor in and to the Marks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

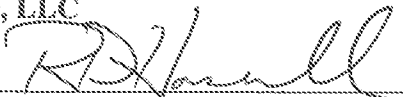
1. Assignment. Effective as of the date hereof, Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee Assignor’s entire right, title and interest in and to the Marks, together with the goodwill of the business connected with the use of the Marks and symbolized thereby, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Marks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
2. Successors and Assigns. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to principles of conflicts of law).
4. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

5. Further Assurances. For the consideration aforesaid, Assignor agrees that it will, upon request, execute and deliver to Assignee any and all additional papers and generally do all other and further lawful acts deemed necessary by said Assignee to perfect Assignee's rights in such Marks and to otherwise carry out the terms of this Assignment and the Asset Purchase Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

DiaPac, LLC

By: 

Name: Robert Horswell

Title: President

Acknowledged and accepted by:

Oerlikon Metco (US) Inc.

By: _____

Name: Salvatore Musso

Title: Director

By: _____

Name: Michael Tobin

Title: Director

[Signature Page for Trademark Assignment]

TRADEMARK
REEL: 007983 FRAME: 0218

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

DiaPac, LLC

By: _____

Name: Robert Horswell

Title: President

Acknowledged and accepted by:

Oerlikon Metco (US) Inc.

By:  _____

Name: Salvatore Musso

Title: Director

By: _____

Name: Michael Tobin

Title: Director

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

DiaPac, LLC

By:

Name: Robert Horswell

Title: President

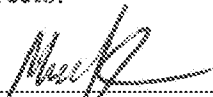
Acknowledged and accepted by:

Oerlikon Metco (US) Inc.

By:

Name: Salvatore Musso

Title: Director

By: 

Name: Michael Robin

Title: Director

[Signature Page for Trademark Assignment]

Schedule A
MARKS

Trademark/Service Mark	Country	Registration No.	Registration Date
BAM	United States	3,982,094	June 21, 2011
POW	United States	3,982,093	June 21, 2011
DIACLAD	United States	5,176,525	April 4, 2017
DIACLAD XTREME	United States	5,219,958	June 6, 2017
DIACLAD ENDURO	United States	5,219,957	June 6, 2017
DIA PAC & Design	United States	3,771,320	April 6, 2010
DIAPAC	United States	3,840,179	August 31, 2010
BRIGHT IDEAS, PRACTICAL SOLUTIONS	United States	3,986,358	June 28, 2011