

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THOMAS ENGINEERING LLC		05/07/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THOMAS LLC		
Street Address:	200 AIRPORT ROAD		
City:	ELGIN		
State/Country:	ILLINOIS		
Postal Code:	60123		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6039556	THOMAS	
Registration Number:	6039555	THOMAS	
Registration Number:	5383647	FLEX	
Registration Number:	1340104	COMPU-COAT	
Registration Number:	0901490	ACCELA-COTA	
CORRESPONDENCE DATA			
Fax Number:	8474901402		
<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:	8474901400		
Email:	pto@pauleyip.com		
Correspondent Name:	PAULEY ERICKSON & SWANSON		
Address Line 1:	10 EXECUTIVE COURT		
Address Line 2:	Suite 3		
Address Line 4:	SOUTH BARRINGTON, ILLINOIS 60010		
NAME OF SUBMITTER:	Kevin D. Erickson		
SIGNATURE:	/kevin d erickson/		
DATE SIGNED:	02/23/2023		
Total Attachments: 9			

OP \$140.00 6039556

source=ASSGN2THOMASLLC#page1.tif
source=ASSGN2THOMASLLC#page2.tif
source=ASSGN2THOMASLLC#page3.tif
source=ASSGN2THOMASLLC#page4.tif
source=ASSGN2THOMASLLC#page5.tif
source=ASSGN2THOMASLLC#page6.tif
source=ASSGN2THOMASLLC#page7.tif
source=ASSGN2THOMASLLC#page8.tif
source=ASSGN2THOMASLLC#page9.tif

INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT (“IP Assignment”) made and entered into this 7th day of May , 2021 (the “Effective Date”), by and between **THOMAS ENGINEERING LLC**, a Delaware limited liability company (“TEL”), and **THOMAS LLC**, a Delaware limited liability company (“Thomas”). TEL and Thomas are referred to herein individually as a “Party” and, collectively, as the “Parties.”

BACKGROUND

WHEREAS, the Parties have entered into, simultaneously with this IP Assignment, an Asset Purchase Agreement, dated of even date herewith, pursuant to which TEL agrees to assign, or to cause its affiliates to assign, certain intellectual property assets that it desires to assign to Thomas; and

WHEREAS, TEL and Thomas will enter into this IP Assignment for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

1. Assignment. TEL hereby irrevocably sells, assigns, transfers, conveys, and delivers to Thomas, free and clear of any encumbrances, all of TEL’s right, title, and interest in, to and under the following (the “Assigned Intellectual Property”):

(a) The patents and patent applications set forth on **Schedule A** hereto and issuances, extensions, and renewals thereof (the “Assigned Patents”);

(b) the trademark registrations and applications set forth on **Schedule B** hereto and issuances, extensions, and renewals thereof (the “Assigned Marks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Marks;

(c) the domain names set forth on **Schedule C** hereto, including the current registrations thereof with one or more domain name registrars (the “Assigned Domain Names”), and any other rights TEL may have in the Assigned Domain Names;

(d) the social media and networking accounts set forth on **Schedule D** hereto, including the current registrations thereof (the “Assigned Social Media Accounts”), and any other rights TEL may have in the Assigned Social Media Accounts;

(e) all rights to enforce, and bring actions for all past, present, and future infringement or violation of any of the foregoing, including all rights to seek damages, costs, profits, injunctive relief and other legal and equitable remedies on account thereof, and to settle, and collect and retain the proceeds therefrom;

(f) all rights to collect royalties and other payments under or on account of any of the foregoing;

(g) all rights to apply for, file, register, maintain, extend or renew same, and seek protection of the foregoing, with full benefit of such priority as may now or hereafter be granted to such Seller by applicable Law; and

(h) all other rights with respect thereto.

2. **Recordation and Additional Domain Name Transfer Actions.** Each Party authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, Register of Copyrights in the United States Copyright Office and any other relevant government officials including government officials of other intellectual property offices to record and register this IP Assignment upon request by Thomas. TEL will execute all documents, papers, forms, and authorizations, and take such other actions as are reasonably necessary to effectuate the transfer of ownership and control of the Assigned Domain Names to Thomas, and enable Thomas to register the Assigned Domain Names in the name of Thomas with the domain name registry of Thomas's choosing ("Thomas's Registrar") and agree in the future not to register or use any domain name confusingly similar to any of the Assigned Domain Names. The Assigned Domain Names will be deemed transferred when: (i) Thomas's Registrar has confirmed the transfer in accordance with its procedures therefor; (ii) the applicable WHOIS database identifies Thomas as the registrant of the Assigned Domain Names; and (iii) Thomas has administrative and technical access to the Assigned Domain Names, and sole control over where the Assigned Domain Names point.

3. **Further Assurances.** At any time or from time to time hereafter, TEL will, at the reasonable request of Thomas, take all additional action as may be necessary to put Thomas in operating control of the Assigned Intellectual Property, and will execute, acknowledge, and deliver such additional instruments of conveyance, power of attorney, sale, assignment or transfer, and take such additional actions as Thomas may reasonably request in order to more effectively consummate the transactions contemplated by this IP Assignment.

4. **Counterparts.** This IP Assignment may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed an original, but all of which will be considered one and the same agreement, and will become effective when each party has received counterparts signed by each of the other parties, it being understood and agreed that delivery of a signed counterpart signature page to this IP Assignment by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will constitute valid and sufficient delivery thereof.

5. **Governing Law and Venue.** THIS AGREEMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES HERETO, INCLUDING ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR LAW OR CONFLICT OF LAWS RULES OR PROVISIONS (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE. THE STATE OR FEDERAL COURTS LOCATED WITHIN COOK COUNTY IN THE STATE OF ILLINOIS SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN THE PARTIES HERETO, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE AGREEMENTS, INSTRUMENTS AND DOCUMENTS CONTEMPLATED HEREBY; PROVIDED, HOWEVER, THAT IF SUCH FEDERAL COURTS DO NOT HAVE JURISDICTION OVER SUCH ACTION, SUCH ACTION SHALL BE HEARD AND DETERMINED EXCLUSIVELY IN ANY ILLINOIS STATE COURT SITTING IN THE COUNTY OF COOK AND THE CITY OF CHICAGO, AND THE PARTIES CONSENT TO AND AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. EACH OF THE PARTIES HERETO HEREBY WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (A) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, (B) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS OR (C) ANY LITIGATION OR OTHER PROCEEDING COMMENCED IN SUCH COURTS

IS BROUGHT IN AN INCONVENIENT FORUM. CONSISTENT WITH THE FOREGOING, EACH OF THE PARTIES HERETO AGREES THAT IT WILL NOT BRING OR SUPPORT ANY ACTION AGAINST PURCHASER'S FINANCING SOURCES OR OTHER REPRESENTATIVES THEREOF IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO ANY COMMITMENT LETTER OR THE PERFORMANCE THEREOF, IN ANY FORUM OTHER THAN EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN COOK COUNTY IN THE STATE OF ILLINOIS. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS SUBSIDIARIES AND AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6. **Amendment.** This IP Assignment may not be amended or modified except by an instrument in writing signed by each of TEL and Thomas.

7. **Successors and Assigns.** This IP Assignment and the various rights and obligations arising hereunder will inure to the benefit of and be binding upon each of TEL and Thomas, and their respective successors and permitted assigns.

8. **Assignment.** Neither this IP Assignment nor any of the rights, interests, or obligations hereunder may be assigned by any Party hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other Party hereto; provided, however, that without such prior written consent: (a) Thomas may assign its rights and/or delegate its obligations under this IP Assignment (in whole but not in part) to any of its Affiliates; provided, however, that no such transfer or assignment will relieve Thomas of its obligations hereunder; (b) any or all of the rights and interests and/or obligations of Thomas under this IP Assignment: (i) may be assigned and/or delegated to any purchaser of a substantial portion of the assets of Thomas or any of its affiliates (whereupon Thomas will cease to have any further liabilities or obligations hereunder provided that such purchaser has agreed in writing to assume the liabilities and obligations of Thomas hereunder); and (ii) may be assigned as a matter of law to the surviving entity in any merger, consolidation, share exchange, or reorganization involving Thomas or any of its affiliates; and; (c) Thomas and its affiliates will be permitted to collaterally assign, at any time and in their sole discretion, their respective rights hereunder to any lender or lenders providing financing to Thomas or any of its affiliates (including any agent for any such lender or lenders) or to any assignee or assignees of such lender, lenders, or agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the Effective Date.

THOMAS ENGINEERING LLC

By: _____

Brian T. Casey
Manager

[Intellectual Property Assignment Agreement]

{

THOMAS LLC

By: _____

Name: Sergio Marzo

Title: Vice President of IMA North America Inc.
and Vice President of Thomas LLC

[Intellectual Property Assignment Agreement]

{

TRADEMARK

REEL: 007983 FRAME: 0484

SCHEDULE A

Patents and Patent Applications

- United States patent number US 8,671,872 B2 issued March 18, 2014 regarding interchangeable coating drums, active in the USA and Canada.
- United States Patent Application 63/024,263 for a provisional patent filed May 13, 2020 that covers a modular drum design where the ends of the drum are separate from the perforated section.

SCHEDULE B

Assigned Marks

- Trademark on Thomas logo, serial number 87269717
- Trademark on an alternate Thomas logo, serial number 87268804
- Trademark on the word Flex, serial number 87268898
- Trademark on the word COMPU-COAT, serial number 73492822
- Trademark on the word ACCELA-COTA, serial number 72337208

SCHEDULE C

Assigned Domain Names

- thomaseng.com
- trianglemetalsusa.com
- lasercutsteel.com
- sanitaryweldment.com
- sanitaryweldments.com
- sheetmetallaser-cutting.net
- trianglesanitaryfabricati.com
- trianglefab.com
- trianglemetals.us
- trianglesanitaryfabricati.com

SCHEDULE D

Assigned Social Media Accounts

LinkedIn: Thomas Engineering LLC

Facebook: @ThomasEngInc

Twitter: @ThomasEngInc

YouTube: thomasengineeringinc