

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM806164

<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>
Smith Fastener Co., Inc.		12/28/2018	Corporation: WEST VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Smith Fastener Acquisition, LLC		
<b>Street Address:</b>	280 W. Maple, Suite 305		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48009		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3427781	WVB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8046440957		
<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>	8047719500		
<b>Email:</b>	trademarks@hirschlerlaw.com		
<b>Correspondent Name:</b>	Robert P. Henley, III		
<b>Address Line 1:</b>	P.O. Box 500		
<b>Address Line 2:</b>	046306.00013		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23218		
<b>ATTORNEY DOCKET NUMBER:</b>	046306.00013		
<b>NAME OF SUBMITTER:</b>	Robert P. Henley, III		
<b>SIGNATURE:</b>	/Robert P. Henley, III/		
<b>DATE SIGNED:</b>	04/26/2023		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("**Assignment**"), is effective as of December 28, 2018 between Smith Fastener Co., Inc., a West Virginia corporation with an address at P.O. Box 8555, South Charleston, WV 25303 ("**Assignor**"), and Smith Fastener Acquisition, LLC, a Delaware limited liability company with an address at c/o Oakland Standard Co., LLC, The Wabeek Building, 280 W. Maple, Suite 305, Birmingham, MI 48009 ("**Assignee**"). Assignee and Assignor are referred to herein individually as a "**Party**" and collectively, as the "**Parties**".

### RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement as of the date hereof whereby Assignor has agreed to sell the Purchased Assets (as defined in the Agreement) to Assignee and Assignee has agreed to acquire the Purchased Assets (the "**Agreement**");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to Assignor's rights that are inherent in or relating to the Purchased Assets; and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks and Domains of Assignor associated with the Purchased Assets as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks.** Assignor hereby irrevocably sells, assigns, conveys, sells, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade dress, trade names that are used in connection with or included in the Purchased Assets (the "**Marks**"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in **Exhibit A**, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. **Domains.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and under the Domains and registrations therefor identified on the attached **Exhibit B** (the "**Domains**"), and any and all related or similar Domains or variations thereof, along with all associated goodwill. Assignor shall perform all acts necessary to effect the re-registration of the Domains from Assignor to Assignee according to each applicable Registrar's policy, and/or to timely cooperate in affecting any inter-Registrar transfers as requested by Assignee. Assignor shall not permit any Domain to expire or lapse while re-registration of the Domains from

Assignor to Assignee is taking place, and agree to hold Assignee harmless from and pay all fees due to current Registrars for the current registration terms in each case.

3. **Rights.** The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks and Domains, or assist any third party in any of the foregoing.

4. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks and Domains assigned herein.

5. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

6. **Conflict With Agreement.** This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Facsimile Signatures.** A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

9. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

10. **Amendment.** This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

**ASSIGNOR:**

**SMITH FASTENER CO., INC.**

By: \_\_\_\_\_

Name: James F. Smith

Title: President

**ASSIGNEE:**

**SMITH FASTENER ACQUISITION, LLC**

By: \_\_\_\_\_

Name: Bryan Tolles

Title: Executive Vice President and Secretary

[Signature Page to Intellectual Property Assignment]

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**TRADEMARK**  
**REEL: 008059 FRAME: 0509**

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

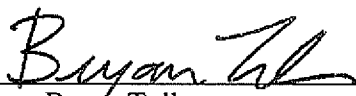
**ASSIGNOR:**

**SMITH FASTENER CO., INC.**

By: \_\_\_\_\_  
Name: James F. Smith  
Title: President

**ASSIGNEE:**

**SMITH FASTENER ACQUISITION, LLC**

By:  \_\_\_\_\_  
Name: Bryan Tolles  
Title: Executive Vice President and Secretary

[Signature Page to Intellectual Property Assignment]

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**TRADEMARK**  
**REEL: 008059 FRAME: 0510**

**EXHIBIT A**

**Marks**

<b>Trademark/App.No./RegNo.</b>	<b>Country</b>	<b>Status</b>	<b>Goods/Services</b>	<b>Owner</b>
<u>WVB</u> RN: 3427781 SN: 77131505	United States (Federal)	Registered: May 13, 2008 First Use: February 4, 2008 Filed: March 15, 2007 Renewed May 13, 2018 Int'l Class: 06	(Int'l Class: 06) metal fasteners, namely, screws, bolts, nuts and studs	Smith Fastener Co., Inc., Dba Smith Fastener Co., Inc. (West Virginia Corp.) P.O. Box 4356 Charleston West Virginia 25364

**EXHIBIT B**

**Domains**

<b><u>Domains</u></b>
smithfastener.com