

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840023

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900793715		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soave Enterprises L.L.C.		07/25/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Ferrous Processing and Trading Company		
Street Address:	1333 Brewery Park Blvd., Ste. 400		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48207		
Entity Type:	Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78922008	FERROUS	
CORRESPONDENCE DATA			
Fax Number:	5136516981		
<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:	5136516955		
Email:	jvanvelzel@fbtlaw.com		
Correspondent Name:	Jamesa VanVelzel		
Address Line 1:	3300 Great American Tower		
Address Line 2:	301 East Fourth Street		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	0001590.0374644		
NAME OF SUBMITTER:	Jamesa VanVelzel		
SIGNATURE:	/Jamesa VanVelzel/		
DATE SIGNED:	09/18/2023		
Total Attachments: 6			
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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This PATENT AND TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated July 27, 2023, is by and between Soave Enterprises L.L.C. ("Assignor") and Ferrous Processing and Trading Company ("Assignee"), and shall be effective as of November 18, 2021.

WHEREAS, Assignor and Assignee are affiliates of Anthony Soave Revocable Trust u/a/d January 14, 1987, as amended and restated ("Seller"), and Cleveland-Cliffs Inc. ("Buyer"), respectively;

WHEREAS, on October 8, 2021, Buyer and Seller entered into a Securities Purchase Agreement (the "Purchase Agreement"), pursuant to which, on November 18, 2021, Seller caused the right, title and interest in, to and under certain patents and trademarks, among other things, to be contributed, conveyed, transferred, assigned and delivered to Buyer or its designee on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, the purchased patents and trademarks include, without limitation, the patents set forth on Exhibit A hereto and the trademarks set forth on Exhibit B.

NOW, THEREFORE, in consideration of (and in accordance with and subject to) the representations, warranties and covenants contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Transferred IP"):

(a) the patents set forth in Exhibit A hereto, any other patents or patent applications based in whole or in part upon such patents or patent applications in any country (including any Patent Cooperation Treaty, national entries, issuances, divisional, renewal, substitute, continuation, continuation-in-part applications, reissues, extensions, reexaminations, and renewals thereof);

(b) the trademarks set forth in Exhibit B hereto, together with the goodwill of the business associated with such trademarks;

(c) 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;

(d) 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

(e) 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, 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.

2. Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable written request (and at Assignee's cost and expense), Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Transferred IP to Assignee, or any assignee or successor thereto.

3. Counterparts. 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.


4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows.]

The parties have executed and delivered this Assignment as of the date indicated in the first sentence of this Assignment.

SOAVE ENTERPRISES L.L.C.

By: 

Name: Edward L. Schwartz

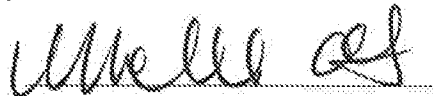
Title: Executive Vice President of Soave Management, Inc., Manager of Soave Enterprises L.L.C.

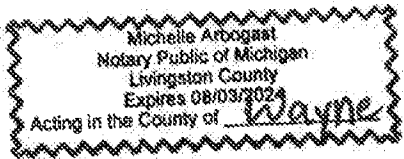
STATE OF MICHIGAN)
COUNTY OF WAYNE) ss.

On the 25th day of July, 2023, before me appeared Edward L. Schwartz to me personally known, who, being by me duly sworn, did say that he/she is the Executive Vice President of Soave Management, Inc., the Manager of Soave Enterprises L.L.C., a Limited Liability Company of the State of Michigan, and the foregoing document was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and/or its Operating Agreement; and acknowledged said document to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

My term expires: _____



Notary Public



(NOTARY SEAL)

The parties have executed and delivered this Assignment as of the date indicated in the first sentence of this Assignment.

FERROUS PROCESSING AND TRADING COMPANY

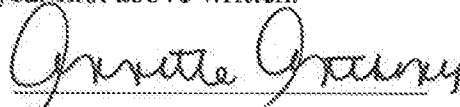
By: 
Name: Adam D. Munson
Title: Assistant Secretary

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss.

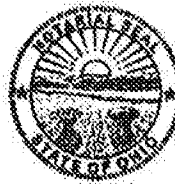
On the 27th day of July, 2023, before me appeared Adam D. Munson to me personally known, who, being by me duly sworn, did say that he is the Assistant Secretary of Ferrous Processing and Trading Company, a Corporation of the State of Michigan, and the foregoing document was signed on behalf of said Corporation by authority of its Board of Directors; and acknowledged said document to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

My term expires: 11/12/2027


Notary Public

(NOTARY SEAL)



ANNETTE ANTHONY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Nov. 12, 2027

EXHIBIT A

Patents

Title	Application Date	Application No.	Publication Date	Publication No.	Listed Owner
Roller system for flattening irregularly shaped, bent pieces of scrap sheet metal	October 2, 2003	US10/677,618	August 2, 2005	US6923033B2	Soave Enterprises L.L.C.
System for self-adjusting height and direction of a movable power cable	January 16, 2008	US12/008,973	April 26, 2011	US7931133B2	Soave Enterprises L.L.C.

EXHIBIT B

Trademarks

Mark	Application Date	Application No.	Registration Date	Registration No.	Listed Owner
FERROUS	July 03, 2006	78922008	October 30, 2007	3324442	Soave Enterprises L.L.C.

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