

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ILC DOVER IP, INC.		10/01/2023	Corporation:
RECEIVING PARTY DATA			
Name:	ILC Astrospace, LLC		
Street Address:	One Moonwalker Road		
City:	Frederica		
State/Country:	DELAWARE		
Postal Code:	19946		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1218064		
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<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:	2127655070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Fish & Richardson		
Address Line 2:	P.O. Box 1022		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	46022-0045001		
NAME OF SUBMITTER:	Darra Loganzo		
SIGNATURE:	/Darra Loganzo/		
DATE SIGNED:	10/06/2023		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Trademark Assignment Agreement”), effective as of 12:01 a.m. Eastern Time on October 1, 2023 (the “Effective Time”), is entered into by and between New ILC Dover, Inc., a Delaware corporation and, at the Effective Time, the sole stockholder of ILC Astrospace, LLC, ILC Dover LP, a Delaware limited partnership and subsidiary of New ILC Dover, ILC Coatings LLC, a Delaware limited liability company and subsidiary of ILC Dover LP, ILC Coatings Property LLC, a Delaware limited liability company and subsidiary of ILC Dover LP, ILC Dover IP, Inc., a Delaware corporation and subsidiary of ILC Dover LP (each an “Assignor” and, collectively, “Assignors”), and ILC Astrospace, LLC, a Delaware limited liability company (“Assignee”). Assignors and Assignee are each referred to individually as a “Party” and together as the “Parties.”

WHEREAS, pursuant to and in connection with the Contribution and Distribution Agreement, dated as of the October 1, 2023 (the “Contribution and Distribution Agreement”), among Assignors, Assignee and the other parties thereto, each Assignor assigned to Assignee, and Assignee accepted from each Assignor, all of such Assignor’s right, title and interest in, to and under, among other things, certain intellectual property of such Assignor, including the trademarks set forth in Schedule A (the “Trademarks”); and

WHEREAS, Assignors and Assignee desire to enter into this Trademark Assignment Agreement to further evidence such assignment to Assignee of Assignor’s entire worldwide right, title and interest in and to the Assigned Rights (as defined below).

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Contribution and Distribution Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. Certain Defined Terms. Capitalized terms that are used but not defined herein shall have the meanings ascribed thereto in the Contribution and Distribution Agreement.

SECTION 2. Assignment. Each Assignor hereby contributes, assigns, transfers, conveys and delivers to Assignee all of such Assignors’ rights, title and interests of every kind, nature and description in, to and under the Trademarks. The assignment of the rights, title or interests in Trademarks pursuant to this Section 2 shall include:

(a) the assignment of all of such Assignor’s rights, title and interests in the Trademarks, along with all goodwill arising therefrom or associated therewith (collectively, the “Assigned Trademarks”);

(b) the right to sue and recover damages and obtain other equitable relief for past, present or future infringement, dilution, misappropriation or other violation or conflict associated with any of the Assigned Trademarks;

(c) the right to collect royalties, damages, proceeds and other payments under any of the Assigned Trademarks;

(d) the right to claim all benefits and priority rights under any existing or future international trademark conventions, legislation or treaties;

(e) the right to prosecute, register, maintain and defend the Assigned Trademarks before any public or private agency, office or registrar; and

(f) the right to fully and entirely stand in the place of such Assignor in all matters related to such Assigned Trademarks (collectively, with all of the foregoing in subclauses (a), (b), (c), (d) and (e), the "Assigned Rights").

SECTION 3. Acceptance. Assignee hereby accepts such contribution, assignment, transfer and conveyance of the Assigned Rights, subject to any licenses, covenants, releases, waivers, immunities, remedy limitations and other rights of or for the benefit of any Assignor or any third party (whether absolute or contingent, matured or unmatured, vested or unvested) as of the Effective Time that have been granted or are required to be granted by an agreement or obligation existing on or before the Effective Time (including, without limitation, any commitment to grant any licenses, covenants, releases, waivers, immunities, remedy limitations, and other rights in the future based on any such agreement or obligation existing on or before the Effective Time).

SECTION 4. Recordation. Each Assignor hereby authorizes Assignee to record this Trademark Assignment Agreement with any relevant governmental authority so as to perfect and evidence Assignee's ownership of the Assigned Trademarks. Each Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to record this Trademark Assignment Agreement against each of the Assigned Trademarks, and to issue to and in the name of Assignee all registrations which may issue with respect to any trademark applications included in the Assigned Trademarks.

SECTION 5. Subject to Contribution and Distribution Agreement. This Trademark Assignment Agreement is being executed solely to give effect to the transactions contemplated by the Contribution and Distribution Agreement. Nothing in this Trademark Assignment Agreement, express or implied, is intended to, or will be construed to, modify, expand or limit in any way the terms of the Contribution and Distribution Agreement. To the extent that any provision of this Trademark Assignment Agreement conflicts or is inconsistent with the terms of the Contribution and Distribution Agreement, the Contribution and Distribution Agreement will govern.

SECTION 6. Miscellaneous.

(a) Further Assurances. From time to time after the date hereof, the Parties shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further actions as may be reasonably necessary or desirable to confirm and assure the rights and obligations provided for in this

Trademark Assignment Agreement or to consummate the transactions contemplated by this Trademark Assignment Agreement.

(b) Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the exhibits hereto will be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law 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.

(c) Jurisdiction. Each of the Parties hereby agrees that any action or proceeding arising out of this Agreement or the transactions contemplated hereby (whether in contract, tort, by statute, or otherwise) shall be brought in the Delaware Court of Chancery in Wilmington, Delaware (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, a federal court sitting in the State of Delaware), and each of the Parties hereby consents to submit itself to the personal jurisdiction of such courts in any such action or proceeding, and hereby waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto.

(d) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY LEGAL PROCEEDING WHATSOEVER AMONG THEM RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

(e) Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each Party.

(f) Binding Effect. This Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and permitted assigns. Without limiting the foregoing, this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against a transferee, assignee or purchaser of, or successor to, all or substantially all of the assets of Assignee (with respect to Assignee) or of the Retained Business (with respect to the other Parties).

(g) Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing herein express or implied will give or be construed to give to any Person, other than the Parties and such successors and permitted assigns, any legal or equitable rights, remedy or claim hereunder.

(h) Construction. Every term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against a Party.

(i) Headings. The headings used in this Agreement have been inserted for convenience of reference only, and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment and Assumption Agreement as of the Effective Time.

AGREED AND ACCEPTED:

NEW ILC DOVER, INC.

DocuSigned by:
By: Patrick Weinberg
52A6CD82E77D400...
Name: Patrick Weinberg
Title: Vice President Finance, Chief Financial Officer and Secretary

ILC DOVER LP

By: ILC Dover 1 LLC, its general partner

DocuSigned by:
By: Patrick Weinberg
52A6CD82E77D400...
Name: Patrick Weinberg
Title: Vice President Finance, Chief Financial Officer and Secretary

ILC COATINGS LLC

DocuSigned by:
By: Patrick Weinberg
52A6CD82E77D400...
Name: Patrick Weinberg
Title: Chief Financial Officer

ILC COATINGS PROPERTY LLC

DocuSigned by:
By: Patrick Weinberg
52A6CD82E77D400...
Name: Patrick Weinberg
Title: Chief Financial Officer

ILC DOVER IP, INC.

DocuSigned by:
By: Patrick Weinberg
52A6CD82E77D400...
Name: Patrick Weinberg
Title: Secretary

ILC ASTROSPACE, LLC

By: _____
Name: Robert Reed
Title: President

ILC DOVER IP, INC.


By: _____
Name: Patrick Weinberg
Title: Secretary

ILC ASTROSPACE, LLC

DocuSigned by:
By: Robert Reed
8BDC7CG783C44AD
Name: Robert Reed
Title: President

SCHEDULE A

TRADEMARKS

Mark	Country	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
	US	ILC Dover IP, Inc.	73/225405 30-JUL-1979	1218064 30-NOV-1982

TRADEMARK

REEL: 008220 FRAME: 0162

RECORDED: 10/06/2023