

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMT Canada Ltd.		10/26/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CATERPILLAR INC.		
Street Address:	5205 N. O'Connor Boulevard, Suite 100		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5448737	PULSETERRAMETRIX	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<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:	414-271-2400		
Email:	sfelde@foley.com, ipdocketing@foley.com		
Correspondent Name:	Richard J. McKenna		
Address Line 1:	777 East Wisconsin Avenue		
Address Line 2:	Foley & Lardner LLP		
Address Line 4:	Milwaukee, WISCONSIN 53202-5306		
ATTORNEY DOCKET NUMBER:	017330-1474		
NAME OF SUBMITTER:	Richard J McKenna		
SIGNATURE:	/R.J. McKenna/		
DATE SIGNED:	10/26/2023		
Total Attachments: 5			
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ASSIGNMENT AGREEMENT

This Assignment Agreement (“Agreement”) is by and between **CATERPILLAR INC.**, a Delaware corporation (“Assignee”), and **BMT Canada Ltd.**, a Canadian corporation. (“Assignor”) and is effective 26th October 2020.

WHEREAS, Assignor is the owner of the trademarks set forth in the attached Schedule A, (the “Trademarks”);

WHEREAS, Assignor is the record owner of the domain names set forth in the attached Schedule B, (the “Domain Name”);

WHEREAS, in connection with the Asset Purchase Agreement dated 20th October 2020, Assignor is willing to assign to Assignee all of Assignor’s rights, title and interest in and to the Trademarks and Domain Names together with all goodwill associated therewith; and

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Trademarks and Domain Name.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee, its successors and assigns, all of Assignor’s rights, title and interest in and to:

- (a) Trademarks set forth in the attached Schedule A, and the goodwill associated with the Trademarks;
- (b) ownership and control of the Domain Name attached in Schedule B; and
- (c) ownership of all content associated with the Domain Name, whether audio, visual, textual, or in other format (the “Content”), including any and all copyrights of any part of the Content.

Further, Assignor assigns the rights to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present, or future infringements or dilution of the Trademarks and infringements of the Content.

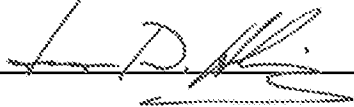
Assignor agrees, at Assignee’s request, that it shall promptly take such actions as may be reasonably necessary in order to render this Assignment fully effective, including unlocking the Domain Name, so as to permit its transfer, providing any authorization or other codes required for the transfer, and answering in the affirmative any request from the registrar of the Domain Name for authorization to complete the transfer. Assignor specifically agrees to execute and deliver as the “administrative contact” on behalf of the “registrant” any and all documents or forms, delivered electronically or in any other medium, required to transfer the Domain Name to the registrar of Assignee’s choice.

This Assignment is binding on the parties hereto and their respective successors and assigns, and

inures to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

CATERPILLAR INC.

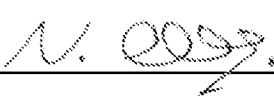
By: 

Printed Name: James D. Hawkins

Title: General Manager, MineStar

Date: 12/11/2020

BMT Canada Ltd.

By: 



Printed Name: Neil Charles

Title: President & Operations Director - BMT CI Americas

Date: 10.26.2020

SCHEDULE A
TRADEMARKS

the following corresponding unregistered trademarks

MARK/LOGO	MARK DESCRIPTION
PTM	Word mark
PULSETERRAMETRIX	Word mark
	Design mark
	Design mark

and the following corresponding trademark registrations:

TRADEMARK NAME	TRADEMARK OFFICE	REGISTRATION NUMBER	TRADEMARK STATUS	CLASS OF GOODS AND SERVICES	REGISTRATION DATE
PULSETERRAMETRIX	Canada	TMA945651	Registered	9	09-08-2016
PULSETERRAMETRIX	Chile	1182242	Registered	9	20-10-2015
PULSETERRAMETRIX	United States of America	5448737	Registered	9	09-08-2016

SCHEDULE B

DOMAIN NAME

Domain Name	Renewal Status	Paid Through Date	TLD
ptmdl.com	Expires 6/5/2023	6/5/2023	.com
www.pulseterramatrix.com	6/25/2021	6/25/2021	.com