

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851635

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900807684		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAPMASTER INTERNATIONAL, LLC		09/29/2023	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Nagel Precision Inc.		
Street Address:	288 Dino Drive		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48103		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2445942	BATES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2485668620		
Email:	trademark@honigman.com		
Correspondent Name:	Steven M Forte		
Address Line 1:	39400 Woodward Ave		
Address Line 2:	Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	271329-532471		
NAME OF SUBMITTER:	Steven M Forte		
SIGNATURE:	/steven m forte/		
DATE SIGNED:	11/07/2023		
Total Attachments: 15			
source=CoverSheet#page1.tif			
source=Redacted Purchase Agreement#page1.tif			

source=Redacted Purchase Agreement#page2.tif
source=Redacted Purchase Agreement#page3.tif
source=Redacted Purchase Agreement#page4.tif
source=Redacted Purchase Agreement#page5.tif
source=Redacted Purchase Agreement#page6.tif
source=Redacted Purchase Agreement#page7.tif
source=Redacted Purchase Agreement#page8.tif
source=Redacted Purchase Agreement#page9.tif
source=Lapmaster-Nagel - IP Assignment Agreement#page1.tif
source=Lapmaster-Nagel - IP Assignment Agreement#page2.tif
source=Lapmaster-Nagel - IP Assignment Agreement#page3.tif
source=Lapmaster-Nagel - IP Assignment Agreement#page4.tif
source=Lapmaster-Nagel - IP Assignment Agreement#page5.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM846940

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LAPMASTER INTERNATIONAL, LLC		09/29/2023	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	Nagel Precision Inc.
Street Address:	288 Dino Drive
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48103
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2445942	BATES

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 2485668620
Email: trademark@honigman.com
Correspondent Name: Steven M Forte
Address Line 1: 39400 Woodward Ave
Address Line 2: Suite 101
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	271329-532471
NAME OF SUBMITTER:	Steven M Forte
SIGNATURE:	/steven m forte/
DATE SIGNED:	10/18/2023

Total Attachments: 5

source=Lapmaster-Nagel - IP Assignment Agreement#page1.tif
 source=Lapmaster-Nagel - IP Assignment Agreement#page2.tif
 source=Lapmaster-Nagel - IP Assignment Agreement#page3.tif

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of September 29, 2023, by and between (i) Nagel Precision Inc., a Delaware corporation (“Buyer”), (ii) Lapmaster International, LLC, an Illinois limited liability company (“Lapmaster International”), Bates Technologies, LLC, an Illinois limited liability company (“Bates Technologies” and, together with Lapmaster International, “Seller”) and (iii) solely with regard to Article 5 and Section 6.2, Lapmaster Group Holdings, LLC, an Illinois limited liability company (“Parent”). Capitalized terms used but not otherwise defined herein have the meanings given to them in Exhibit A attached hereto.

WHEREAS, Seller, through its Barnes Honing & Finishing Systems division (“Barnes”), is engaged in the business of manufacturing honing and re-tooling machines (the “Barnes Business”);

WHEREAS, Seller, through its Bates Honing Specialists division (“Bates”), is engaged in the business of manufacturing honing tools and abrasives that are used by customers to manufacture finishing tubing and cylinder bores (the “Bates Business” and, together with the Barnes Business, the “Business”);

WHEREAS, the parties acknowledge that in addition to the Business, Seller and its Affiliates own and operate other product lines and/or divisions and businesses (the “Retained Business”), which Seller and its Affiliates will continue to own and operate following the Closing (as defined below) and which will not constitute and will not be part of the Purchased Assets (as defined below) or the transactions contemplated by this Agreement; and

WHEREAS, subject to the terms and conditions set forth in this Agreement and the Transaction Documents, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of the Purchased Assets (as defined below), which, for greater certainty, will not include any of the Excluded Assets (as defined below).

NOW, THEREFORE, in exchange for the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. [REDACTED]

REDACTED PAGES 2 – 19

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

BUYER:

NAGEL PRECISION INC.

DocuSigned by:
Rolf Bochsler

By: _____
Name: Rolf Bochsler
Title: Vice President

SELLER:

LAPMASTER INTERNATIONAL, LLC

By: _____
Name: _____
Title: _____

BATES TECHNOLOGIES, LLC

By: _____
Name: _____
Title: _____

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

BUYER:

NAGEL PRECISION INC.

By: _____
Name:
Title:

SELLER:

LAPMASTER INTERNATIONAL, LLC

By:  _____
Name: Michael Jakolat
Title: Chief Financial Officer

BATES TECHNOLOGIES, LLC

By:  _____
Name: Michael Jakolat
Title: Chief Financial Officer

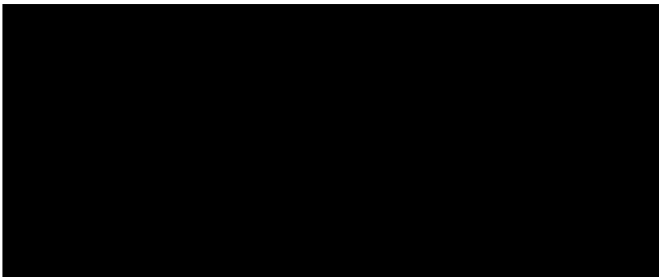


Exhibit A

Definitions

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Business IP” means each of the following, to the extent now used in the Business: (i) Trademarks and Patents primarily related to the Business and (ii) Copyrights related to the Business.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED PAGES 23 – 24

[REDACTED]

“Trademark” means all corporate names, trade names, logos, slogans, trademarks, service marks, trade dress, domain names and other source identifiers and indicia of origin, including all registrations, renewals and applications therefor, and all goodwill associated with any of the foregoing.

[REDACTED]

[REDACTED]

REDACTED PAGES 26 – 47

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), dated as of September 29, 2023, is made by LAPMASTER INTERNATIONAL, LLC, an Illinois limited liability company, and BATES TECHNOLOGIES, LLC, an Illinois limited liability company (“**Assignor**”), in favor of NAGEL PRECISION INC., a Delaware corporation (“**Assignee**”). Assignee and Assignor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used but not otherwise defined in this IP Assignment have the meanings given to them in the Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Agreement**”), whereby Assignor has agreed to sell the Purchased Assets to Assignee and Assignee has agreed to acquire the Purchased Assets.

WHEREAS, in accordance with the foregoing, 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 the Assigned Intellectual Property set forth below.

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

1. **Assignment**. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee accepts, all of Assignor's right, title, and interest in and to the Business IP, including the Business IP set forth on **Exhibit A** hereto, subject to the terms of the Agreement, (the “**Assigned Intellectual Property**”).

2. **Representations and Warranties**. Except as otherwise provided in the Agreement, Assignee understands and acknowledges that Assignor makes no representation and warranties as to what, if any, ownership interest Seller has in the Assigned Intellectual Property, as to the enforceability or validity of the Assigned Intellectual Property or otherwise.

3. **Further Assurances**. Following the date hereof, 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 Assigned Intellectual Property assigned herein; provided, however, that Assignee shall be responsible for all reasonable, documented and out-of-pocket costs associated with such requested actions or deliveries. Assignor will take such steps as are reasonably necessary to transfer the domain names to Assignee, including (a) unlocking the domain with the applicable registrar, (b) obtaining an authorization code for the transfer of the domain names from the applicable registrar, and (c) notifying Assignee of the completion of part (a) and (b) and providing such authorization code to Assignee (the “**Initiation Notification**”). Assignee shall promptly complete the transfer upon its receipt of the Initiation Notification.

4. **Attorney-In-Fact**. Assignor hereby grants Assignee limited powers of attorney solely to file this IP Assignment before the relevant intellectual property authorities of any countries to effect the assignment of the Assigned Intellectual Property hereunder in the name of Assignee, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify, and file such documents and to do all other lawfully permitted acts to vest, secure, and perfect the rights and interest of Assignee in and to the Assigned Intellectual Property assigned herein with the same legal force and effect as if executed by Assignor. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee.

5. **Binding Effect**. This IP Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors, and permitted assigns.

6. **Conflict With Agreement**. This IP 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 IP Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede, and prevail.

7. **Counterparts**. This IP 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 IP Assignment delivered by telecopy, .pdf, or other electronic means will be deemed valid.

9. **Governing Law**. This IP 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).

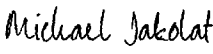
10. **Amendment**. This IP Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[Signature page follows]


IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

LAPMASTER INTERNATIONAL, LLC

DocuSigned by:

By: _____
Name: Michael Jakolat
Title: Chief Financial Officer

BATES TECHNOLOGIES, LLC

DocuSigned by:

By: _____
Name: Michael Jakolat
Title: Chief Financial Officer

ASSIGNEE:

NAGEL PRECISION INC.

By: _____
Name: Rolf Bochsler
Title: Vice President

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

LAPMASTER INTERNATIONAL, LLC

By: _____
Name:
Title:

BATES TECHNOLOGIES, LLC

By: _____
Name:
Title:

ASSIGNEE:

NAGEL PRECISION INC.

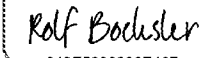

By:  _____
Name: Rolf Bochsler
Title: Vice President

Exhibit A

Trademarks Registrations:

Trademark	Application No./ Registration No.	Application Date/ Registration Date	Jurisdiction	Status
MICROSIZE	App No.: 0719049 Reg. No.: TMA472932	App Date: 12/17/1992 Reg. Date: 03/18/1997	Canada	Registered
MICROHONE	App. No.: 0290382 Reg. No.: TMA143959	App. Date: 06/28/1965 Reg. Date: 02/11/1966	Canada	Registered
BATES	App. No.: 75839644 Reg. No.: 2445942	App. Date: 11/03/1999 Reg. Date: 04/24/2001	United States	Registered
	App. No.: 6384748-7 Reg. No.: 6384748	App. Date: 11/19/2007 Reg. Date: 05/14/2010	China	Registered

Domain Name Registrations:

- <batestech.com>
- <barneshoning.com>
- <pss-barnes.cn>
- <pss-barnes.com>
- <pss-barnes.de>

[Exhibit A]