

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858247

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900814212		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOURN & KOCH, INC.		07/31/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	BOURN & KOCH, LLC		
Street Address:	2500 KISHWAUKEE STREET		
City:	ROCKFORD		
State/Country:	ILLINOIS		
Postal Code:	61104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4953821	BULLARD	
Registration Number:	5124036	NEW BRITAIN	
Serial Number:	90819940	MT ³	
Registration Number:	5521906	KING	
Registration Number:	0619456	ACME-GRIDLEY	
Registration Number:	0509274	BLANCHARD	
Registration Number:	0804186	BLANCHARD	
Registration Number:	0548059	FELLOWS	
Registration Number:	2763372	FELLOWS	
Registration Number:	2016687	FUTURMILL	
Registration Number:	0522634	J & L	
Registration Number:	0870450	MATTISON	
Registration Number:	1179828	MOTCH	
Registration Number:	0746963	NAMCO	
Registration Number:	1000953	NATIONAL ACME	
Registration Number:	1893926	SPRINGFIELD	
Registration Number:	0119496		
Registration Number:	0073868		

Property Type	Number	Word Mark
Registration Number:	0624022	
Registration Number:	1855718	

CORRESPONDENCE DATA

Fax Number: 3129203301

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: 3129203351

Email: tmdocket@lathrogpm.com, tiffany.oxendine@lathrogpm.com, julie.matthews@lathrogpm.com

Correspondent Name: Julie Nichols Matthews

Address Line 1: 155 North Wacker Drive, Suite 3000

Address Line 4: Chicago, ILLINOIS 60606-1787

NAME OF SUBMITTER:	Julie Nichols Matthews
SIGNATURE:	/Julie Nichols Matthews/
DATE SIGNED:	12/04/2023

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "IP Assignment") is made as of the 31st day of July, 2023 ("Effective Date"), by and between Bourn & Koch, Inc., an Illinois corporation ("Assignor"), and Bourn & Koch, LLC, a Delaware limited liability company ("Assignee")(collectively, the "Parties").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated July 31, 2023 (the "Agreement"), pursuant to which Assignor desires to sell, transfer and assign to Assignee, and Assignee desires to purchase from Assignor, certain Assets as defined in the Agreement;

WHEREAS, Assignor owns all right, title and interest in and to certain patents set forth on Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (collectively, the "Patents");

WHEREAS, Assignor owns all right, title and interest in and to certain registered and unregistered trademarks, service marks, logos, trade names, brand names, taglines, slogans, trade dress, and variations and combinations thereof, and all statutory and common law rights therein, and all registrations and applications therefor, together with all goodwill associated with, or symbolized by, any of the foregoing used in connection with the Assets and the associated business, including but not limited to the trademark registrations identified in Schedule B hereto (collectively, the "Trademarks");

WHEREAS, Assignor owns all right, title and interest in and to certain copyrights and copyright registrations, including, but not limited to, artwork, graphics, images, designs and literary works and the copyright registrations identified in Schedule C hereto (collectively, the "Copyrights");

WHEREAS, Assignor owns all right, title and interest in and to certain domain names, including, but not limited to, those identified in Schedule D hereto (collectively, the "Domain Names"); and

WHEREAS, Assignor owns certain additional intellectual property, which includes documents, drawings, technical data, product specifications, computer files, blueprints, inventions (and invention disclosures not yet the subject of patent applications and all know-how related to the foregoing), improvements, know-how, trade secrets, copyrights, patents, utility models, designs, trademarks, service marks, trade names, trade dress, web sites, domain names and other proprietary rights (collectively, together with the Patents, Trademarks, Copyrights and Domain Names, the "Intellectual Property").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Assignor and Assignee hereby agree as follows:

1. Assignment of Intellectual Property Rights. Assignor hereby assigns, transfers, sells, conveys and delivers to Assignee all of Assignor's worldwide rights, title and interest in and to the Intellectual Property together with the goodwill associated therewith, including, without limitation, the following rights:

- (a) All of Assignor's worldwide rights, title and interest in and to the Patents, including, without limitation, the right to sue or otherwise recover, where such right to sue is not prohibited by any covenants not to sue and/or license agreements, for any and all past, present and future infringements and misappropriations of the Patents;

(b) All of Assignor's worldwide rights, title and interest in and to the Trademarks, and all worldwide applications and registrations for the Trademarks, including, without limitation: (i) all goodwill associated with or symbolized by the Trademarks; (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of the Trademarks; (iii) all income, royalties, damages, and other payments now and hereafter due and payable with respect to the Trademarks; and (iv) all other rights accruing from the Trademarks, together in each case with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) All of Assignor's worldwide rights, title and interest in and to the Copyrights, all works based on, derived from or incorporating the Copyrights, all applications or registrations of copyright for all of the Copyrights, including without limitation, all rights to distribute copies of the Copyrights by rental, lease, lending, sale or other transfer of ownership;

(d) All of Assignor's worldwide rights, title, and interest in and to the Domain Names and the relevant registry registration and login details related thereto and all webpages, data, and goodwill associated therewith;

(e) The right to sue and otherwise recover for any and all past, present, and future damages, costs, and fees for any claims related to the Intellectual Property, including damages, costs, and fees for infringement or other violation of the Intellectual Property; and

(f) All income, royalties, damages and other payments now and hereafter due and payable with respect to the Intellectual Property; and all other rights, whether statutory or common law, corresponding thereto and all other worldwide rights of any kind whatsoever accruing thereunder.

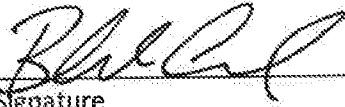
2. Further Assurances. Assignor will undertake such further acts and will execute and deliver such additional documents as Assignee from time to time reasonably requires to confirm and evidence all the rights of Assignee, and its successors and assigns, in and to the Intellectual Property.

3. Successors and Assigns. This IP Assignment shall bind the heirs, personal representatives, assigns, and successors, as applicable, of Assignor, and will inure to the benefit of Assignee and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this IP Assignment, to be effective as of the Effective Date.

BOURN & KOCH, INC.
("Assignor")

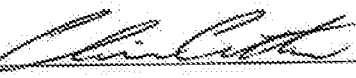

Signature

BLAKE CONSOER
Printed Name

PRESIDENT & CEO
Title

7/31/2023
Date

BOURN & KOCH, LLC
("Assignee")


Signature

Chris Carrone
Printed Name

CFO
Title

July 31, 2023
Date

SCHEDULE A

PATENTS

Owner	Country	Title	Patent No.	Issue Date	Status
Bourn & Koch, Inc.	US	Cutting Machine for Gear Shaping or the Like	7,097,399	08/29/2006	Active
Bourn & Koch, Inc.	US	Horizontal Gear Shaping Machine With Dual Shaping Heads	9,067,269	06/30/2015	Active
Bourn & Koch, Inc.	US	Cutting Machine for Gears, Splines, & Other Shapes	8,985,917	03/24/2015	Active
Bourn & Koch, Inc.	US	Spacer For Arbor of Machining System, Machining System Incorporating Same, and Associated Method	10,265,777	04/23/2019	Active
Bourn & Koch, Inc.	European Patent Convention	Cutting Machine for Gears, Splines, & Other Shapes	2560781	11/28/2018	Active
Bourn & Koch, Inc.	China (PRC)	Cutting Machine for Gears, Splines, & Other Shapes	ZL201180022306.1	07/06/2016	Active
Bourn & Koch, Inc.	India	Cutting Machine for Gears, Splines, & Other Shapes	423027	02/24/2023	Active
Bourn & Koch, Inc.	European Patent Convention	Horizontal Gear Shaping Machine With Dual Shaping Heads	2766142	05/22/2019	Active
Bourn & Koch, Inc.	Germany	Cutting Machine for Gears, Splines, & Other Shapes	602011054329.6	11/28/2018	Active
Bourn & Koch, Inc.	United Kingdom	Horizontal Gear Shaping Machine With Dual Shaping Heads	2766142	05/22/2019	Active
Bourn & Koch, Inc.	Italy	Cutting Machine for Gears, Splines, & Other Shapes	502018000042955	11/28/2018	Active
Bourn & Koch, Inc.	Sweden	Cutting Machine for Gears, Splines, & Other Shapes	2560781	11/28/2018	Active
Bourn & Koch, Inc.	Belgium	Cutting Machine for Gears, Splines, & Other Shapes	2560781	11/28/2018	Active

Bourn & Koch, Inc.	Spain	Cutting Machine for Gears, Splines, & Other Shapes	2560781	11/28/2018	Active
Bourn & Koch, Inc.	United Kingdom	Cutting Machine for Gears, Splines, & Other Shapes	2560781	11/28/2018	Active
Bourn & Koch, Inc.	Belgium	Horizontal Gear Shaping Machine With Dual Shaping Heads	2766142	05/22/2019	Active
Bourn & Koch, Inc.	Spain	Horizontal Gear Shaping Machine With Dual Shaping Heads	2766142	05/22/2019	Active
Bourn & Koch, Inc.	Germany	Horizontal Gear Shaping Machine With Dual Shaping Heads	602012060463.8	05/22/2019	Active
Bourn & Koch, Inc.	Italy	Horizontal Gear Shaping Machine With Dual Shaping Heads	502019000040428	05/22/2019	Active
Bourn & Koch, Inc.	Sweden	Horizontal Gear Shaping Machine With Dual Shaping Heads	2766142	05/22/2019	Active
Bourn & Koch, Inc.	Romania	Horizontal Gear Shaping Machine With Dual Shaping Heads	2766142	05/22/2019	Active

SCHEDULE B**TRADEMARKS**

Owner	Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Bourn & Koch, Inc.	US	BULLARD	86505992	01/16/2015	4953821	05/10/2016	Registered
Bourn & Koch, Inc.	US	NEW BRITAIN	87067042	06/10/2016	5124036	01/17/2017	Registered
Bourn & Koch, Inc.	US	MT ³	90819940	07/09/2021			Active
Bourn & Koch, Inc.	US	KING	86470541	12/03/2014	5521906	07/24/2018	Registered
Bourn & Koch, Inc.	US	ACME-GRIDLEY	71682169	02/23/1955	0619456	01/17/1956	Registered
Bourn & Koch, Inc.	US	BLANCHARD (Stylized)	71530918	08/09/1947	0509274	05/03/1949	Registered
Bourn & Koch, Inc.	US	BLANCHARD and Design	72193811	05/19/1964	0804186	02/22/1966	Registered
Bourn & Koch, Inc.	US	FELLOWS (Stylized)	71490181	10/19/1945	0548059	09/18/1951	Registered
Bourn & Koch, Inc.	US	FELLOWS (Stylized)	76323611	10/10/2001	2763372	09/16/2003	Registered
Bourn & Koch, Inc.	US	FUTURMILL	74478742	01/12/1994	2016687	11/19/1996	Registered
Bourn & Koch, Inc.	US	J & L and Design	71559517	06/17/1948	0522634	03/21/1950	Registered
Bourn & Koch, Inc.	US	MATTISON	72302097	07/05/1968	0870450	06/03/1969	Registered
Bourn & Koch, Inc.	US	MOTCH	73221342	06/27/1979	1179828	12/01/1981	Registered
Bourn & Koch, Inc.	US	NAMCO and Design	72144872	05/17/1962	0746963	03/19/1963	Registered
Bourn & Koch, Inc.	US	NATIONAL ACME	73007387	11/28/1973	1000953	01/07/1975	Registered

Owner	Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Bourn & Koch, Inc.	US	SPRINGFIELD	74444210	10/05/1993	1893926	05/16/1995	Registered
Bourn & Koch, Inc.	US	Design Only	71105912	08/28/1917	0119496	11/27/1917	Registered
Bourn & Koch, Inc.	US	Design Only	71032021	01/02/1908	0073868	05/25/1909	Registered
Bourn & Koch, Inc.	US	Design Only	71682171	02/23/1955	0624022	03/27/1956	Registered
Bourn & Koch, Inc.	US	Design Only	74407901	07/01/1993	1855718	09/27/1994	Registered
Bourn & Koch, Inc.	Brazil	HYDROSTROKE	810,672,294	09/11/1981	810,672,294	09/20/1983	Registered
Bourn & Koch, Inc.	Brazil	FELLOWS	810,864,606	05/28/1982	810,864,606	12/06/1983	Registered
Bourn & Koch, Inc.	Japan	HYDROSTROKE	71119/1981	08/21/1981	1738299	12/20/1984	Registered
Bourn & Koch, Inc.	Japan	FELLOWS	82947/81	09/30/1981	2296359	01/31/1991	Registered
Bourn & Koch, Inc.	Japan	FELLOWS	82948/81	09/30/1981	2450976	08/31/2002	Registered
Bourn & Koch, Inc.	Canada	HYDROSTROKE	472141	07/03/1981	269492	05/28/1982	Registered
Bourn & Koch, Inc.	Canada	FELLOWS	468644	04/21/1981	270011	06/11/1982	Registered
Bourn & Koch, Inc.	China	FELLOWS AND DESIGN (Class 9)	20776	09/07/1984	229508	06/30/1985	Registered
Bourn & Koch, Inc.	China	FELLOWS AND DESIGN (Class 7)	20774	09/07/1984	229524	06/30/1985	Registered
Bourn & Koch, Inc.	United Kingdom	HYDROSTROKE	1161153	09/11/1981	B1161153	09/11/1981	Registered
Bourn & Koch, Inc.	Switzerland	FELLOWS	5538	10/20/1981	314874	10/20/1981	Registered

Owner	Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Bourn & Koch, Inc.	Taiwan	FELLOWS	7041349	12/12/1981	184619	07/15/1982	Registered
Bourn & Koch, Inc.	Brazil	FELLOWS AND DESIGN	817669175	01/03/1994	817669175	02/21/1996	Registered
Bourn & Koch, Inc.	Canada	NATIONAL-ACME AND DESIGN	TMA115,884	11/22/1956	TMA115,884	11/06/1959	Registered
Bourn & Koch, Inc.	India	FELLOWS	382643	11/03/1981	382643	11/03/1981	Registered
Bourn & Koch, Inc.	India	FELLOWS	382644	11/03/1981	382644	11/03/1981	Registered
Bourn & Koch, Inc.	United Kingdom	BULLARD AND DESIGN	412182	02/04/1921	412182	02/04/1921	Registered
Bourn & Koch, Inc.	Canada	Design (Intersecting Rings)	92335	01/21/1999	TMA24129	01/21/1999	Registered
Bourn & Koch, Inc.	Switzerland	BLANCHARD AND DESIGN (Intersecting Crown Design)	06672/1989	09/08/1989	375447	03/22/1990	Registered
Bourn & Koch, Inc.	United Kingdom	BLANCHARD AND DESIGN (Intersecting Crown Design)	936255	01/08/1969	936255	01/08/1969	Registered
Bourn & Koch, Inc.	DE	BULLARD AND DESIGN	D48702	11/09/1990	2012372	04/08/1992	Registered
Bourn & Koch, Inc.	Canada	BULLARD AND DESIGN	0301799	12/30/1966	TMA153971	11/03/1967	Registered
Bourn & Koch, Inc.	Canada	ACME-GRIDLEY	288659	04/10/1965	TMA144607	04/01/1966	Registered
Bourn & Koch, Inc.	France	BLANCHARD	191898	02/28/1980	1578000	02/28/1990	Registered
Bourn & Koch, Inc.	United Kingdom	BLANCHARD AND DESIGN (Intersecting Crown Design)	877221	03/22/1965	877221	03/22/1965	Registered

Owner	Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Bourn & Koch, Inc.	Taiwan	BLANCHARD AND DESIGN (Intersecting Crown Design)	87-057422	11/27/1998	884759	03/16/2000	Registered
Bourn & Koch, Inc.	Canada	BLANCHARD	0286564	12/30/1964	140940	06/25/1965	Registered
Bourn & Koch, Inc.	Italy	BULLARD AND DESIGN	25661C/69	05/21/1969	1257917	05/21/1969	Registered
Bourn & Koch, Inc.	France	BLANCHARD AND DESIGN (Intersecting Crown Design)	964650	11/03/1988	1496736	11/03/1988	Registered
Bourn & Koch, Inc.	France	BLANCHARD AND DESIGN (Intersecting Crown Design)	1964651	03/11/1998	1496737	04/21/1989	Registered
Bourn & Koch, Inc.	Canada	MOTCH	443783	08/29/1979	245355	05/23/1995	Registered
Bourn & Koch, Inc.	European Union	INTERSECTING RINGS DESIGN	018236863	05/11/2020	018236863	08/28/2020	Registered
Bourn & Koch, Inc.	United Kingdom	INTERSECTING RINGS DESIGN	018236863	05/11/2020	UK00918236863	08/28/2020	Registered
Bourn & Koch, Inc.	Italy	BLANCHARD AND DESIGN (RING)(Intersecting Crown Design)	14862001	04/24/2001	362021000019337	11/18/2004	Registered
Bourn & Koch, Inc.	Canada	NEW BRITAIN	279608	12/23/1963	TMA140,039	04/30/1965	Registered
Bourn & Koch, Inc.	United Kingdom	DEVLEIG AND DESIGN	1085847	10/31/1977	1085847	10/31/1998	Registered
Bourn & Koch, Inc.	Canada	DEVLEIG AND DESIGN	0420998	02/14/1978	TMA241829	03/28/1980	Registered
Bourn & Koch, Inc.	Korea	BLANCHARD AND DESIGN (Intersecting Crown Design)	26204/2010	05/18/2010	40-0874321	07/27/2011	Registered

Owner	Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Bourn & Koch, Inc.	Russia	FELLOWS	201172495 4	08/03/2011	480869	02/14/2013	Registered
Bourn & Koch, Inc.	European Union	FELLOWS	010163079	07/29/2011	010163079	12/08/2011	Registered
Bourn & Koch, Inc.	United Kingdom	FELLOWS	010163079	07/29/2011	UK00910163 079	12/08/2011	Registered
Bourn & Koch, Inc.	Australia	DEVLIEG	1447547	09/09/2011	1447547	03/21/2013	Registered
Bourn & Koch, Inc.	Japan	DEVLIEG	2012-021437	03/21/2012	5,563,416	03/08/2013	Registered
Bourn & Koch, Inc.	China	BLANCHARD AND DESIGN	10716191	04/01/2012	10716191	07/28/2013	Registered
Bourn & Koch, Inc.	Korea	FELLOWS	40-2013-16120	03/14/2013	40-1040990	06/03/2014	Registered
Bourn & Koch, Inc.	Korea	BULLARD	40-2013-5211	01/28/2013	40-1009860	11/28/2013	Registered
Bourn & Koch, Inc.	Canada	CONOMATIC	0175552	04/25/1939	UCA12278	04/25/1939	Registered
Bourn & Koch, Inc.	United Kingdom	BULLARD	1338639	12/30/2016	UK00801338 639	09/19/2017	Registered
Bourn & Koch, Inc.	Switzerland	BULLARD	A0064016	12/30/2016	1338639	12/30/2016	Registered
Bourn & Koch, Inc.	European Union	BULLARD	A0064016	12/30/2016	1338639	12/30/2016	Registered
Bourn & Koch, Inc.	International Registration	BULLARD	A0064016	12/30/2016	1338639	12/30/2016	Registered

SCHEDULE C

COPYRIGHTS

[None]

SCHEDULE D

DOMAIN NAMES

All rights of Assignor associated with the domain names owned, used, or held for use by Assignor, including but not limited to, the domain name "bourn-koch.com" together with the website content and assets associated with the domain names, including all associated URLs.