

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM869327

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lapmaster International, LLC		11/06/2023	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Abrasive Products, LLC		
<b>Street Address:</b>	100 Crescent Court, Suite 1700		
<b>Internal Address:</b>	c/o CenterOak Partners, LLC		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: INDIANA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2218343	DIA-TOOL	
<b>Registration Number:</b>	2876683	DIACOOOL	
<b>Registration Number:</b>	2206713	METAL MASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<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>			
<b>Phone:</b>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	20761-00162		
<b>NAME OF SUBMITTER:</b>	Stephanie Kann		
<b>SIGNATURE:</b>	/stephanie kann/		
<b>DATE SIGNED:</b>	01/18/2024		
<b>Total Attachments: 5</b>			

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is made as of November 6, 2023, by and between Abrasive Products, LLC, an Indiana limited liability company (the “Assignee”), and Lapmaster International, LLC, an Illinois limited liability company (the “Assignor”). The Assignor and the Assignee are individually referred to herein as a “Party,” and collectively as the “Parties.” Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

### RECITALS

A. The Assignor, the Assignee and certain other parties are party to the Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which, among other things, the Assignor has agreed to execute and deliver this Assignment by which the Business IP, including the Intellectual Property set forth on Exhibit A (collectively, the “Transferred IP”) is assigned and conveyed by the Assignor to the Assignee at the Closing.

### AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Purchase Agreement and this Assignment, it is hereby agreed that:

1. The Assignor does hereby irrevocably and unconditionally:
  - a) sell, assign, transfer, convey and deliver to the Assignee all of the Assignor’s right, title and interest in, to and under, together with the goodwill of the business in connection therewith: (i) the Transferred IP; (ii) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Transferred IP, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, (C) inventorship or authorship rights and (D) any other remedies of any kind for past, current and future infringement; and (iii) rights to collect royalties or other payments under or on account of any of the Transferred IP, the same to be held by the Assignee for its own use and enjoyment, and for the use and enjoyment of their respective successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made;
  - b) agree to waive, to the extent applicable, any “moral” rights with respect to the Transferred IP, including but not limited to rights of attribution, integrity and disclosure arising from all or any part of the copyrights included in the Transferred IP, together with all claims for damages and other remedies asserted on the basis of moral rights, and transfers, conveys and assigns unto the Assignee any waivers granted to the Assignor of any such moral rights, in each case, to the fullest extent permitted by applicable Law (and to the extent such moral rights are not able to be waived or assigned, the Assignor does hereby grant to the Assignee an exclusive, fully paid-up, royalty-free, perpetual and freely transferable right to and under such moral rights for all purposes); and
  - c) agree, without charge to the Assignee, to assist the Assignee in perfecting the transfer of ownership of the Transferred IP, including all Intellectual Property rights therein throughout the world, by executing transfer applications, assignments, declarations, affidavits and any other documents in connection therewith reasonably necessary to perfect such right, title and interest in the Assignee; and

d) the Assignor agrees to provide such assistance and cooperation as the Assignee may reasonably request in connection with the prosecution of any applications for registration being pursued by the Assignor as of the date hereof and included in the Transferred IP (including appeals in connection therewith), including providing documents and materials in the possession or control of the Assignor.

2. The Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the domain names included in the Transferred IP on the Assignor's behalf to authorize or request, the applicable registration authority to transfer such domain names from the Assignor or such proxy service, as the case may be, to the Assignee. The Assignor agrees to cooperate with the Assignee to initiate and complete the transfer process in relation to such domain names electronically from the Assignor's account to the Assignee's account and servers.

3. The Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by the Assignee.

4. Nothing in this Assignment shall alter any liability or obligation of the Assignor or the Assignee under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Transferred IP.

5. This Assignment, and the Purchase Agreement, reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Transferred IP from the Assignor to the Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Purchase Agreement.

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

7. The terms and conditions of Sections 8.8, 8.9 and 8.10 of the Purchase Agreement are incorporated by reference herein *mutatis mutandis*.

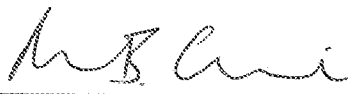
8. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*The remainder of this page has been intentionally left blank.*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNEE:

ABRASIVE PRODUCTS, LLC

By: 


Name: Michael B. Currie

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

**ASSIGNOR:**

**LAPMASTER INTERNATIONAL, LLC**

By: 

Name: Brian Nelson

Title: CEO

**EXHIBIT A  
TRANSFERRED IP**

**Trademark Registrations:**

<b>Mark</b>	<b>Filing Date</b>	<b>Appl. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Int'l Class(es)</b>	<b>Status</b>	<b>Owner/Next Action</b>
DIA-TOOL	6/26/1997	75/315,348	1/19/1999	2,218,343	7	Registered	Lapmaster International, LLC (IL) Renewal due 1/19/2029
DIACOOOL	8/11/2003	76/536,507	8/24/2004	2,876,683	4	Registered	Lapmaster International, LLC (IL) Renewal due 8/24/2024
METAL MASTER	6/16/1997	75/309,783	12/1/1998	2,206,713	7	Registered	Lapmaster International, LLC (IL) Renewal due 12/1/2028

**Unregistered Trademarks:**

- Diamond Tool & Abrasives, Inc.
- Zebra

**Domain Names:**

<b>Domain Name</b>	<b>Registration Date</b>	<b>Expiration Date</b>	<b>Registrant Name/Organization</b>	<b>Registrar</b>
dtabrasives.com	9/7/2000	9/7/2025	Lapmaster International, LLC	GoDaddy.com, LLC

**Assumed Names:**

Diamond Tool & Abrasives

**Social Media Accounts and Handles:**

LinkedIn: <https://www.linkedin.com/company/diamond-tool-&-abrasives/>