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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Assignment ID: TMI127981

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Track Tools, LLC		12/22/2023	Limited Liability Company: IDAHO

RECEIVING PARTY DATA

Company Name:	Enerpac Tool Group Corp.	
Street Address:	N86 W12500 Westbrook Crossing	
City:	Menomonee Falls	
State/Country:	WISCONSIN	
Postal Code:	53051	
Entity Type:	Corporation: WISCONSIN	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	7082379	TRACKTOOLS
Serial Number:	97847310	HYDRA-SKID
Serial Number:	97847324	HYDRATIE

CORRESPONDENCE DATA

Fax Number: 4142715770

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: 414-223-3772

Email: mariem@andruslaw.com

Correspondent Name: Marie Mikolainis

Address Line 1: 790 North Water Street, Suite 2200 Address Line 4: Milwaukee, WISCONSIN 53202-3734

ATTORNEY DOCKET NUMBER:	7117-00437,-438,-439
NAME OF SUBMITTER:	Marie Mikolainis
SIGNATURE:	Marie Mikolainis
DATE SIGNED:	03/28/2024

Total Attachments: 4

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Recordable Confirmatory Trademark Assignment

This Recordable Confirmatory Trademark Assignment ("<u>Trademark Assignment</u>"), effective as of December 22, 2023, is made by and between Track Tools, LLC, an Idaho limited liability company, of 6445 West Gowen Road, Boise, Idaho 83719, United States ("<u>Assignor</u>"), and Enerpac Tool Group Corp., a Wisconsin corporation, of N86 W12500 Westbrook Crossing, Menomonee Falls, Wisconsin 53051, United States ("<u>Assignee</u>") (collectively referred to as the "<u>Parties</u>").

WHEREAS, pursuant to the Technology and Intellectual Property Acquisition Agreement between the Parties effective as of September 26, 2023 (the "Agreement"), Assignee is the successor of the portion of the business of Assignor pertaining to the TRACKTOOLS, HYDRA-SKID, and HYDRATIE brands, and variant brands including TRACK TOOLS HYDRASKID, and HYDRA-TIE, including the portion of the business of Assignor pertaining to the development, marketing, and sale of HYDRA-SKID and HYDRATIE products, said portion being ongoing and existing; and

WHEREAS, as further pursuant to the Agreement, Assignor has sold, assigned, transferred, conveyed and delivered to Assignee all right, title and interest in, to and under the trademark registrations, trademark applications, trade names, trade dress, service marks, logos, company names, designs or other similar identifiers of source or origin, in each case to the extent registered or subject to an application for registration to U.S. Trademark Registration No. 7,082,379 for the mark TRACKTOOLS, U.S. Trademark Application No. 97/847,310 for the mark HYDRA-SKID, and U.S. Trademark Application No. 97/847,324 for the mark HYDRATIE (the "Marks"); and

WHEREAS, Assignee has acquired all of Assignor's right, title and interest in and to the Marks. and the Parties wish to record such acquisition in the United States Patent and Trademark Office (the "USPTO").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Pursuant to the Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in, to and under (i) the Marks and variants of the Marks, (ii) all goodwill associated with or symbolized by the Marks, (iii) Assignor's rights of enforcement and the rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements, unfair competition, passing off or other conflicts relating to the Marks, including the right to compromise, sue for and collect such profits and damages, (iv) Assignor's rights to file applications to register such Marks and to obtain and own registrations therefor and (v) Assignor's other rights, including common law rights, relating to the Marks, to the extent such rights exist or may exist in the future, each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

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The Parties observe that U.S. Trademark Application No. 97/847,324 for the mark HYDRATIE is an intent-to-use application filed with the PTO pursuant to 15 USC Section 1051(b), but agree that such application is assignable pursuant to 15 USC Section 1060(a)(1) as an assignment to a successor to the portion of the business to which the mark and application pertains, said portion being ongoing and existing. Notwithstanding anything to the contrary contained herein, this Agreement shall not assign any application for registration of a Mark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Marks hereunder, unless and until such time that the contribution, assignment and/or conveyance of the Marks hereunder will not cause such Marks to be invalidated, cancelled, voided or abandoned.

Assignor hereby authorizes the Commissioner for Trademarks in the USPTO, other empowered officials of the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment and Assignor further agrees to execute and deliver, or cause to be executed and delivered, all documents, certificates, agreements and other writings and take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Trademark Assignment.

This Trademark Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the assigned intellectual property.

This Trademark Assignment, and all matters, claims or causes of action (whether in contract or tort) based upon, arising out of or relating to this Trademark Assignment or the negotiation, execution or performance of this Trademark Assignment, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its duly appointed officer having full authority in the circumstances; and Assignee has caused this Trademark Assignment to be signed by its duly appointed officer having full authority in the circumstances.

TRACK TOOLS, LLC

Name

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Accepted by:

ENERPAC TOOL GROUP CORP.

Name: James Denis

Title: General Counsel, Corporate Secretary &

Chief Compliance Counsel