

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI148899

<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>
The Wallace Barnes Company		04/04/2024	Corporation: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Alpha US Buyer, LLC		
<b>Street Address:</b>	12877 Emerson Drive		
<b>City:</b>	Brighton		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2473212	ASSOCIATED SPRING	
<b>Registration Number:</b>	670827		
<b>Registration Number:</b>	775632		
<b>Serial Number:</b>	72232643		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8013283131		
<b>Email:</b>	tm-slc@stoel.com		
<b>Correspondent Name:</b>	Joshua G. Gigger		
<b>Address Line 1:</b>	201 South Main Street, Suite 1200		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>ATTORNEY DOCKET NUMBER:</b>	71795-26		
<b>NAME OF SUBMITTER:</b>	NANCY JOHNSON		
<b>SIGNATURE:</b>	NANCY JOHNSON		
<b>DATE SIGNED:</b>	04/12/2024		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), is entered into as of April 4, 2024 (the “Effective Date”), between (a) Barnes Group Inc. (“BGI”), a corporation duly organized and existing under the laws of the State of Delaware, having its principal place of business at 123 Main Street, Bristol, Connecticut 06010 USA, and The Wallace Barnes Company (“WBC”), a corporation duly organized and existing under the laws of the State of Connecticut, having its principal place of business at 123 Main Street, Bristol, Connecticut 06010 USA and a wholly-owned subsidiary of BGI (collectively, “Assignors”), and (b) Alpha US Buyer, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, having its principal place of business at 12877 Emerson Drive, Brighton, Michigan 48116 USA (“Assignee”), the purchaser of the Transferred Assets and the Transferred Equity Interests pursuant to the Share and Asset Purchase Agreement between Assignee, on the one hand, and BGI, on the other, dated January 9, 2024 (the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement and the Bill of Sale, Assignment and Assumption Agreement, BGI has (a) conveyed, transferred, and assigned to Assignee and (b) agreed to cause WBC to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignors (including all Company Intellectual Property and Company Technology), and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment by BGI. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BGI hereby irrevocably contributes, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby accepts, all of BGI’s right, title, and interest in, to and under the following (the “BGI Assigned IP”), free and clear of all Liens, to be held and enjoyed by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by BGI if this assignment had not been made:

(a) any trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “BGI Trademarks”), together with all goodwill of the business connected with the use of, and symbolized by, the BGI Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of BGI’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of BGI accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) all rights to claim priority therefrom;

(d) any and all royalties, fees, income, payments, damages and other proceeds now or hereafter due or payable with respect to any and all of the foregoing (including damages and payments for past, present or future infringements, misappropriations, dilutions, or other violations thereof); and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, misuse, breach, default or other violation, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignment by WBC. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WBC hereby irrevocably contributes, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby accepts, all of WBC's right, title, and interest in, to and under the following (the "WBC Assigned IP" and, with the BGI Assigned IP, the "Assigned IP"), free and clear of all Liens, to be held and enjoyed by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by WBC if this assignment had not been made:

(a) any trademark registrations and trademark applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "WBC Trademarks"), together with all goodwill of the business connected with the use of, and symbolized by, the WBC Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of WBC's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of WBC accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) all rights to claim priority therefrom;

(d) any and all royalties, fees, income, payments, damages and other proceeds now or hereafter due or payable with respect to any and all of the foregoing (including damages and payments for past, present or future infringements, misappropriations, dilutions, or other violations thereof); and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, misuse, breach, default or other violation, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Combination Marks. For the avoidance of doubt, to the extent any registered trademark or trademark application included in Schedule 1 or Schedule 2 includes both a Seller Name and a Business Mark as defined in the Purchase Agreement (the “Combination Marks”):

(a) Section 7.05 of the Purchase Agreement is incorporated herein by reference;

(b) Assignors agree, if reasonably needed by Assignee for future filings including a Business Mark, to execute a consent to register in any jurisdiction where a Combination Mark is a registered trademark or included in a trademark application; and

(c) Assignee agrees, if reasonably needed by Assignors for future filings including a Seller Name, to execute a consent to register in any jurisdiction where a Combination Mark is a registered trademark or included in a trademark application.

4. Recordation and Further Actions. Assignors hereby authorize and request the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable foreign jurisdictions to record and register Assignee as assignee and owner of all right, title and interest in, to and under the Assigned IP. Following the date hereof, upon Assignee’s reasonable request, Assignors shall take, and shall cause their Affiliates to take, any and all steps and actions, and provide any and all cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or desirable to effect, evidence, prosecute, enforce, defend, register, record or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

5. Terms of the Purchase Agreement. Capitalized terms used but not defined in this IP Assignment shall have the meanings ascribed to such terms in the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

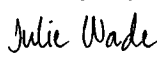
8. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to

this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed as of the Effective Date.

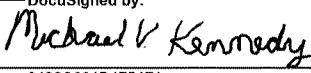
Barnes Group Inc.

By DocuSigned by:  
  
900E7009E290407...

Name: Julie Wade

Title: Assistant Secretary

The Wallace Barnes Company

By DocuSigned by:  
  
0496C661D4754FA...

Name: Michael Kennedy

Title: Treasurer

Alpha US Buyer, LLC

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed as of the Effective Date.

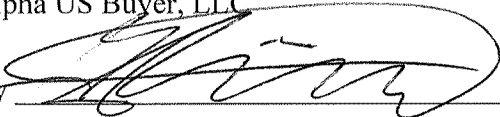
Barnes Group Inc.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Wallace Barnes Company

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Alpha US Buyer, LLC

By  \_\_\_\_\_  
Name: Gregory Belinfanti  
Title: Authorized Person



**SCHEDULE 1**

**BGI TRADEMARKS**

Trademark Registrations

Title	Reg. No.	Date	Jurisdiction	Owner
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	1498175	12/29/1978	France	Barnes Group Inc.

**SCHEDULE 2**

**WBC TRADEMARKS**

Trademark Registrations

Title	Reg. No.	Date	Jurisdiction	Owner
ASSOCIATED	006279805	4/10/1976	Brazil	The Wallace Barnes Company
ASSOCIATED	3821001	9/28/2005	China	The Wallace Barnes Company
ASSOCIATED SPRING	006716709	7/10/1978	Brazil	The Wallace Barnes Company
ASSOCIATED SPRING	816252246	1/11/2000	Brazil	The Wallace Barnes Company
ASSOCIATED SPRING	603516	3/25/1999	Mexico	The Wallace Barnes Company
ASSOCIATED SPRING	TMA556295	1/11/2002	Canada	The Wallace Barnes Company
ASSOCIATED SPRING	T9910310C	1/30/2001	Singapore	The Wallace Barnes Company
ASSOCIATED SPRING	2473212	7/31/2001	United States	The Wallace Barnes Company
ASSOCIATED SPRING BARNES GROUP INC. & Corporate Symbol	T8702698B	2/28/1991	Singapore	The Wallace Barnes Company
ASSOCIATED SPRING IN CHINESE (SIMPLIFIED FORM)	1385198	4/14/2000	China	The Wallace Barnes Company
ASSOCIATED SPRING IN CHINESE (TRADITIONAL FORM)	1281797	6/7/1999	China	The Wallace Barnes Company
ASSOCIATED SPRING	UK00002256472	12/21/2001	United Kingdom	The Wallace Barnes Company
BARNES GROUP INC & Corporate Symbol	583210	2/27/2006	Thailand	The Wallace Barnes Company
MISCELLANEOUS DESIGN (Corporate Symbol)	826717	4/4/1967	United States of America	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	52146	3/26/1964	Austria	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	TMA117693	4/22/1960	Canada	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	31463	2/17/1965	Greece	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	679988	7/3/1995	Japan	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	312925	5/7/1985	Mexico	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	914700	9/21/1967	United Kingdom	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	670827	12/9/1958	United States of America	The Wallace Barnes Company

Title	Reg. No.	Date	Jurisdiction	Owner
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	775632	8/25/1964	United States of America	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	185595	1/24/1964	Australia	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	0083453	11/30/1971	Benelux	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	VR196403390	10/31/1964	Denmark	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	000185181	3/18/1999	European Union	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	44814	5/24/1965	Finland	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	807725	1/9/1974	Germany	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	977967	5/4/1973	Germany	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	220163	11/5/1965	India	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	64099	6/4/1964	Norway	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	439139	3/2/1965	Spain	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	110195	6/18/1964	Sweden	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL)	UK00900185181	3/18/1999	United Kingdom	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL) (Class 06)	006457630	9/10/1976	Brazil	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL) (Class 06)	1367043	2/21/2000	China	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL) (Class 06)	559102	9/25/1997	Mexico	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL) (Class 07)	2747419	4/13/2005	Argentina	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL) (Class 07)	006454100	8/25/1976	Brazil	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL) (Class 07)	1319217	9/28/1999	China	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL) (Class 07)	0001562850	12/5/1986	Italy	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL) (Class 07)	563785	11/25/1997	Mexico	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL) (Class 08)	006457649	9/10/1976	Brazil	The Wallace Barnes Company

Title	Reg. No.	Date	Jurisdiction	Owner
MISCELLANEOUS DESIGN (CORPORATE SYMBOL) (Class 09)	813164796	8/16/1988	Brazil	The Wallace Barnes Company
MISCELLANEOUS DESIGN (CORPORATE SYMBOL) (Class 39)	210048	1/1/1978	Mexico	The Wallace Barnes Company
STUMPP & SCHUELE	814319416	3/6/1990	Brazil	The Wallace Barnes Company