

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPACT Engineering, Inc.		06/30/2015	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Illinois Tool Works Inc.		
Street Address:	155 Harlem Avenue		
City:	Glenview		
State/Country:	ILLINOIS		
Postal Code:	60025		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2192119	SIGTRAP	
Registration Number:	2285033	ARCLIENT	
Registration Number:	2401085	WELD SIGNATURE	
Registration Number:	3832829	WELD COACH	
Registration Number:	3208061	WELD SIGNATURE	
CORRESPONDENCE DATA			
Fax Number:	3127758100		
<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:	3127758000		
Email:	trademarks@mcandrews-ip.com		
Correspondent Name:	Mcandrews Held & Malloy		
Address Line 1:	500 W Madison St		
Address Line 2:	34th Fl		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	39285US01		
NAME OF SUBMITTER:	Christopher M. Scharff		
SIGNATURE:	/cms/		
DATE SIGNED:	08/13/2015		

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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment") made as of June 30, 2015, by and among IMPACT Engineering, Inc., a Michigan corporation having its principal place of business at 500 East Biddle Street, Jackson, Michigan, 49303 (the "Assignor"), and Illinois Tool Works Inc., a Delaware corporation having its principal place of business at 155 Harlem Avenue, Glenview, Illinois 60025 (the "Assignee").

WHEREAS, Assignor and Assignee's wholly-owned subsidiary, Miller Electric Mfg. Co. ("Miller"), are parties to a certain Stock Purchase Agreement executed contemporaneously herewith (the "Stock Purchase Agreement"), pursuant to which, among other things, Assignor agreed to sell, and Miller agreed to purchase, substantially all the shares of the Business; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Stock Purchase Agreement;

WHEREAS, it is a condition to the Closing of the Stock Purchase Agreement that Assignor enters into this Assignment to transfer to Assignee certain intellectual property related to the Business (the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire all Assignor's right, title and interest in and to the Intellectual Property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Stock Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

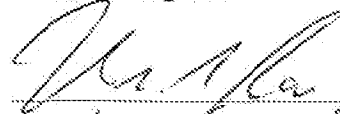
- (i) **Assignment of Patents.** Assignor does hereby assign to Assignee, its successors, assigns, and legal representatives, the entire, full, and exclusive right, title and interest in and to the inventions as described in the patents and applications set forth in Schedule A hereto, in the United States and all foreign countries, together with all rights to claim priority, and in and to all Letters Patents or similar legal protection obtained or to be obtained for the inventions by application or any continuation, continuation-in-part, divisional, reissue, reexamination, renewal or substitution thereof, or any legal equivalent thereof (the "Patents"), and the right (but not the obligation) to assert the Patents and to collect for all past, present, and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.
- (ii) **Assignment of Trademarks.** Assignor does hereby assign to Assignee, its successors, assigns, and legal representatives, the entire, full, and exclusive right, title, and interest in and to the trademarks set forth in Schedule B hereto, in the United States and all foreign countries, together with the good will of the business symbolized by such trademarks and any applications and/or registrations therefor (collectively, the "Trademarks"), and the right (but not the obligation) to assert the Trademarks and to collect for all past, present, and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties, and proceeds of infringement suits, and all rights

corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

- (iii) Assignment of Domain Names. Assignor does hereby assign to Assignee, its successors, assigns, and legal representatives, the entire, full, and exclusive right, title, and interest in and to the domain names and registrations therefor set forth in Schedule C hereto (the "Domain Names").
- (iv) Assignment of Intangible Assets. Assignor does hereby assign to Assignee, its successors, assigns, and legal representatives, the entire, full, and exclusive right, title, and interest in and to the goodwill and all other intangible assets currently used exclusively in connection with the Business, including, without limitation, if and to the extent in existence, any and all patents, patent applications, trade secrets, inventions, designs, discoveries, technology, processing formulae, production techniques, computer and other software, customer and distributor files and lists which are used or held for use in the Business, non-registered trademarks, service marks, trademark and service mark applications, trademark and service mark rights, trade names and all derivations thereof, fictitious business names, logos and other intellectual property, know-how, product requirements, specifications, research data, manufacturing methods and processes, copyrights, uncopyrighted works, and all licenses and rights to use all of the forgoing, and all applications therefore, and all other proprietary rights and information, including royalty payments and confidential information used in connection with the Business (the "Intangible Assets"), and the right (but not the obligation) to assert the rights under the Intangible Assets and to collect for all past, present, and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

IMPACT Engineering, Inc.

By:



Name:

Vincent N. Romano

Title:

President

Schedule A

Patents

U.S. Patent No. 6,583,386

U.S. Patent No. 6,242,711

Schedule B

Trademarks

Registered trademarks:

ARClient

Sigstrap

Weld Signature

Weld Coach

Unregistered trademarks:

Part Tracking

ARCAgent

1st Weld

Training2Go

Welding Aide

Electronic Mentor

Electronic Guide

Weld Production Mentor

Schedule C

Domain Names

ImpactEng.com
ImpactWelding.com