

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David M. Stadler		07/31/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	NEENAH FOUNDRY COMPANY		
Street Address:	2121 Brooks Avenue		
City:	Neenah		
State/Country:	WISCONSIN		
Postal Code:	54956		
Entity Type:	CORPORATION: Delaware		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2858790	STABILOC	
Registration Number:	3528112	SWIVELOC	
Registration Number:	3825535	CPR II	
Registration Number:	3862174	RAMBLOC	
Registration Number:	3894210	DYNAMIC AIR DAM	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	312-832-4500		
Email:	apatrick@foley.com		
Correspondent Name:	Marshall J. Brown		
Address Line 1:	321 North Clark Street, Suite 2800		
Address Line 2:	Foley & Lardner, LLP		
Address Line 4:	Chicago, ILLINOIS 60654-5313		
ATTORNEY DOCKET NUMBER:	101507-0101		
NAME OF SUBMITTER:	marshall j brown		
SIGNATURE:	/marshall j brown/		
DATE SIGNED:	08/21/2015		

CH \$140.00 2858790

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, DAVID M. STADLER, an individual having an address of 28421 Santa Barbara, Lathrup Village, Michigan 48076 ("Assignor") and NEENAH FOUNDRY COMPANY, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 2121 Brooks Avenue, Neenah, Wisconsin 54956 ("Assignee"), have executed an Asset Purchase Agreement ("Asset Purchase Agreement") dated July 31, 2015 ("Effective Date").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign and transfer his entire property, right, title and interest in the Intellectual Property Rights identified on Schedule 8.7(A) thereof that he owns, ("Intellectual Property Rights") to Assignee.

NOW, THEREFORE, TO WHOM IT MAY CONCERN: Be it known that, in consideration of the covenants and agreements contained in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby absolutely, unconditionally and irrevocably transfer, convey and assign to Assignee, its successors and assigns, for, within and through the United States and the territories thereof, and all foreign countries, and Assignee hereby accepts, all of Assignor's property, right, title and interest in, to and under, including, but not limited to, all of Assignor's common law rights, and all obligations under or relating to, the Intellectual Property Rights, together with the right to sue for past infringement thereof, and all of the goodwill of the business symbolized by the Intellectual Property Rights. The Intellectual Property Rights identified on Schedule 8.7(A) of the Asset Purchase Agreement that Assignor owns are reproduced and identified on Exhibit A attached hereto.

Assignor further does hereby covenant and agree, for itself and its successors and assigns, that, following the execution of this Assignment, it will assist Assignee in vesting in Assignee like exclusive title in and to all the Intellectual Property Rights, and that it will execute and deliver to Assignee any and all additional papers that may be requested by Assignee to fully carry out the terms of this Assignment. In no event, however, shall Assignor be responsible for payment of examination, prosecution, issue, publication, recording, foreign agent, patent office, or maintenance, or annuity fees relating to the Intellectual Property Rights upon execution of this Assignment unless otherwise agreed to by Assignor and Assignee.

With specific reference to the European Patent and European Patent Application identified in Exhibit A ("the Patents") (to the extent not already covered), Assignor hereby assigns to Assignee, and the Assignee hereby accepts, all the property, right, title and interest in and to the Patents, together with: (a) the inventions described therein; (b) in respect of each and any invention disclosed in the Patents, the right to file an application, to claim priority pursuant to any Treaty or Convention, and to prosecute and obtain the grant of patent or similar protection in or in respect of any country or territory in the world; (c) the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications; (d) the absolute entitlement to any patents granted pursuant to any of the applications filed as aforesaid; (e) all rights to any continuations, continuations in part, extensions, reissues and divisions, and

(e) all rights to any continuations, continuations in part, extensions, reissues and divisions, and any supplementary protection certificates and similar rights which are based on or derive priority from any of the foregoing; and (f) the right to sue, bring actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patents granted on any of the applications filed as aforesaid, whether occurring before on or after the date of this Assignment. Assignor shall at the request of the Assignee execute all documents, forms and authorizations and depose to or swear any declaration or oath which may be required for vesting in Assignee absolutely the full property, right, title and interest in and to the Patents and other items referenced herein. With prejudice to the foregoing, Assignor shall upon the execution of this Assignment deliver to Assignee all original certificates and other papers in the possession or control of Assignor relating to the ownership of, title to, and the prosecution history of the Patents.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the Effective Date.

ASSIGNOR

DAVID M. STADLER

x 

WITNESS

By: 

Name: KAREN A. LIRANO

ASSIGNEE

NEENAH FOUNDRY COMPANY

By: _____

Name: _____

Title: _____

WITNESS

By: _____

Name: _____

any supplementary protection certificates and similar rights which are based on or derive priority from any of the foregoing; and (f) the right to sue, bring actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patents granted on any of the applications filed as aforesaid, whether occurring before on or after the date of this Assignment. Assignor shall at the request of the Assignee execute all documents, forms and authorizations and depose to or swear any declaration or oath which may be required for vesting in Assignee absolutely the full property, right, title and interest in and to the Patents and other items referenced herein. With prejudice to the foregoing, Assignor shall upon the execution of this Assignment deliver to Assignee all original certificates and other papers in the possession or control of Assignor relating to the ownership of, title to, and the prosecution history of the Patents.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the Effective Date.

ASSIGNOR

DAVID M. STADLER

WITNESS

By: _____

Name: _____

ASSIGNEE

NEENAH FOUNDRY COMPANY

By:  _____

Name: Scott Hoffman

Title: Vice President Municipal Products Group

WITNESS

By:  _____

Name: Steven Pacynski

Exhibit A

Patents

JURISDICTION	NUMBER	ISSUE DATE	TITLE
USA	6,764,261	July 20, 2004	Locking Device and Method for Catch Basin and Manhole Covers, and the Like
USA	7,484,908	February 3, 2009	Manhole Cover Security Lock With Controlled Pressure Release
USA	7,712,995	May 11, 2010	Method of Controllably Venting Gases Generated by Explosions in a Manhole Space
USA	7,891,904	February 22, 2011	Manhole Cover Stop Mechanism
USA	8,794,865	August 5, 2014	Bollard Assembly
Canada	2,667,866	September 16, 2014	Manhole Cover Security Lock With Controlled Pressure Release
Australia	2007258374	April 26, 2013	Manhole Cover Security Lock With Controlled Pressure Release
Australia	2013203172	February 19, 2015	Manhole Cover Security Lock With Controlled Pressure Release
Europe -- effective in the following territories: Belgium, Switzerland, Germany, France, Hungary, Ireland, Liechtenstein, Luxembourg, Monaco, Malta, Slovenia, Turkey, and United Kingdom	EP2069578	August 13, 2014	Manhole Cover Security Lock With Controlled Pressure Release

Patent Applications

JURISDICTION	NUMBER	EFFECTIVE FILING DATE	TITLE
USA	61/974,626		
USA	62/070,420	August 22, 2014	Flood Pressure Releasing Manhole Cover
USA	62/070,421	August 25, 2014	Pressure Compensating Manhole Cover
USA	62/090,018	December 10, 2014	Collapsible Manhole Cover Extractor System
USA	14/625,766	February 19, 2015	Pressure Responsive Locking Latch
Canada	2,727,604	PCT Filing Date: June 11, 2009 National Entry: December 10, 2010	Manhole Cover Stop Mechanism
Europe	EP2685009	June 12, 2007	Manhole Cover Security Lock With Controlled Pressure Release

Trademarks

JURISDICTION	NUMBER	REGISTRATION DATE	MARK
USA	2,858,790	June 29, 2004	STABILOC
USA	3,528,112	November 4, 2008	SWIVELOC
USA	3,825,535	July 27, 2010	CPR II
USA	3,862,174	October 12, 2010	RAMBLOC
USA	3,894,210	December 21, 2010	DYNAMIC AIR DAM
Canada	670,462	August 18, 2006	STABILOC

Trademark Applications

JURISDICTION	NUMBER	FILING DATE	MARK
USA	86/233,998	March 27, 2014	FIRE DOME
USA	86/397,375	September 17, 2014	HYDROVENT
USA	86/493,159	December 31, 2014	SOLOLIFT