

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM438391

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900415804

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lenore E. Perry		07/18/2017	INDIVIDUAL:

## RECEIVING PARTY DATA

<b>Name:</b>	Douglas O. Perry
<b>Street Address:</b>	6404 Hosler Road
<b>City:</b>	Leo
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46765
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES
<b>Name:</b>	Lenore E Perry
<b>Street Address:</b>	6404 Hosler Road
<b>City:</b>	Leo
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46765
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

## PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
<b>Serial Number:</b>	87108894	MINI-BORE
<b>Registration Number:</b>	2151455	CUTTINGEDGE
<b>Registration Number:</b>	2109094	DEEPGROOVE
<b>Registration Number:</b>	2848646	DESIGN-A-GROOVE
<b>Registration Number:</b>	2848645	DESIGN-A-GROOVE
<b>Registration Number:</b>	1842676	DM-2
<b>Registration Number:</b>	2129505	DM-3
<b>Registration Number:</b>	2622219	DM-4
<b>Registration Number:</b>	1842677	DM-5
<b>Registration Number:</b>	2181436	DM-8
<b>Registration Number:</b>	2179481	DM-9
<b>Registration Number:</b>	1851296	DURA-MAX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2147010	DURA-MAX
Registration Number:	2751070	GROOVE 'N TURN
Registration Number:	2714412	GROOVE 'N TURN
Registration Number:	2473908	KAISERCUTTINGEDGE.COM
Registration Number:	2465979	KAISERLASERIMAGES.COM
Registration Number:	2473909	KAISERTOOL.COM
Registration Number:	2167260	LITTLEBIT
Registration Number:	2170573	MICROBIT
Registration Number:	2858493	MINI GROOVE 'N TURN
Registration Number:	2772499	MINI GROOVE 'N TURN
Registration Number:	2170574	MINIBIT
Registration Number:	2108615	MINI-BORE
Registration Number:	1340106	THINBIT
Registration Number:	2176409	THINBIT
Registration Number:	2696526	GROOVE 'N TURN
Registration Number:	2384489	THINBIT.COM
Registration Number:	2738255	TRIGON
Registration Number:	3661927	WE CAN DO THAT!
Registration Number:	3459109	YOU'VE GOT A FRIEND IN SMALL PLACES
Registration Number:	4626115	ARE WE PROUD OF HOW IT ALL STARTED? JUST
Registration Number:	4672689	MORE TOOLS THAN YOU CAN SHAKE A LATHE AT
Registration Number:	4598799	MADE IN THE USA? DAMN RIGHT.
Registration Number:	4676275	MORE TOOLS THAN YOU CAN SHAKE A LATHE AT
Registration Number:	4611187	MADE IN THE USA? DAMN RIGHT.
Registration Number:	4607137	LET'S GROOVE

**CORRESPONDENCE DATA**

**Fax Number:** 3126373001

*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:** 3126373000

**Email:** patents@hahnlaw.com

**Correspondent Name:** Sherry L. Rollo

**Address Line 1:** 125 S. Wacker Drive, Suite 2900

**Address Line 2:** Hahn Loeser & Parks, LLP

**Address Line 4:** Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** 212155.121

**NAME OF SUBMITTER:** Sherry L. Rollo

**SIGNATURE:** /Sherry L. Rollo/

<b>DATE SIGNED:</b>	08/08/2017
---------------------	------------

**Total Attachments: 6**

source=Scan\_Attachment-001#page1.tif

source=Scan\_Attachment-001#page2.tif

source=Scan\_Attachment-001#page3.tif

source=Scan\_Attachment-001#page4.tif

source=Scan\_Attachment-001#page5.tif

source=Scan\_Attachment-001#page6.tif

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made and entered into as of the 18 day of July, 2017 (the “Effective Date”), by and between **LENORE E. PERRY**, of Leo, Indiana and **DOUGLAS O. PERRY**, of Leo, Indiana.

WHEREAS, LENORE E. PERRY is the owner of certain trademarks as listed in Exhibit A (hereinafter “The Trademarks”);

WHEREAS, LENORE E. PERRY, wishes to convey an undivided one-half interest in The Trademarks to DOUGLAS O. PERRY;

WHEREAS, DOUGLAS O. PERRY wishes to receive an undivided one-half interest in The Trademarks;

NOW THEREFORE, for and in consideration of the promises, agreements and covenants herein contained, the adequacy, sufficiency and receipt of which are conclusively acknowledged, the Parties hereto agree as follows:

1. Trademark Assignment.

- 1.1 LENORE E. PERRY hereby assigns to DOUGLAS O. PERRY, a one-half undivided right, title, and interest in The Trademarks and associated goodwill including any claims, demands and rights of action, both statutory and based upon common law, that LENORE E. PERRY has or might have the right to assert against any third party by reason of any infringement of The Trademarks, prior to and/or on the date of this Agreement.
- 1.2 LENORE E. PERRY retains a one-half undivided right, title, and interest in The Trademarks and the goodwill associated with The Trademarks.
- 1.3 This assignment shall be subject to any existing license agreements with respect to the Trademarks, which shall remain in full force and effect as provided in any such agreements. Neither party shall separately license any of the Trademarks and associated goodwill without the consent of the other party.
- 1.4 Upon the death of either LENORE E. PERRY or DOUGLAS O. PERRY, the decedent’s right, title, and interest in The Trademarks and associated goodwill, including any claims, demands and rights of action, both statutory and based upon common law that may be asserted against any third party by reason of any infringement of The Trademarks prior to and/or on the date of the death, shall automatically transfer to and vest in the survivor.

2. Representations and Warranties.

- 2.1 Each party hereby represents and warrants to the other that it has the power and authority to execute and deliver this Trademark Assignment Agreement and to carry out its provisions.

3. Enforceability.

3.1 If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Modification, Amendment, Supplement, or Waiver.

4.1 No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and signed by a duly authorized representatives of each Party against whom enforcement of any modification, amendment, supplement or waiver is sought.

4.2 A waiver by either Party of any of the terms or conditions of this Agreement in any one instance shall not be deemed a waiver of such terms or conditions in the future.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Compliance, Breach, and Cure.

If either Party believes that the other Party is not in compliance with its obligations under this Agreement, the complaining Party shall send the other Party written notice of the complaint as provide for in Paragraph 4, above. As long as the receiving Party cures the complained-of violation within thirty (30) days of receiving the complaint, the complaining Party will not take any further enforcement action regarding the complaint, and the receiving Party will not be deemed in breach of this Agreement.

7. Entire Agreement.

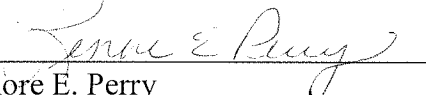
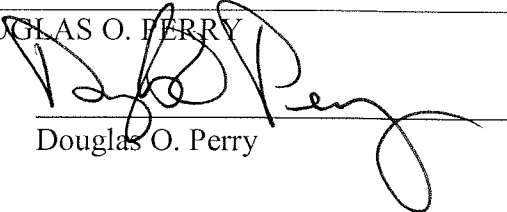
This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, and there are no representations,

warranties, or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth or referenced in this Agreement.

8. Counterparts.

This Agreement may be executed in counterparts, including a facsimile or electronic signature page (PDF), each of which shall be deemed an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed the above and foregoing Trademark Assignment Agreement on the date first set forth above.

<p>LENORE E. PERRY</p> <p>By: <u></u> Lenore E. Perry</p>	<p>DOUGLAS O. PERRY</p> <p>By: <u></u> Douglas O. Perry</p>
--	---

## EXHIBIT A

Mark	Application No.	Registration No.	Country
CUTTINGEDGE AND DESIGN	75/194,392	2,151,455	United States of America
DEEPGROOVE AND DESIGN	75/194,737	2,109,094	United States of America
DESIGN-A-GROOVE AND DESIGN (Nested)	76/436,664	2,848,646	United States of America
DESIGN-A-GROOVE AND DESIGN (Single Line)	76/436,661	2,848,645	United States of America
DM-2	74/399,078	1,842,676	United States of America
DM-3	75/129,073	2,129,505	United States of America
DM-4	76/262,757	2,622,219	United States of America
DM-5	74/399,215	1,842,677	United States of America
DM-8	75/225,868	2,181,436	United States of America
DM-9	75/226,084	2,179,481	United States of America
DURA-MAX (Class 7)	74/347,592	1,851,296	United States of America
DURA-MAX (Class 6)	75/047,978	2,147,010	United States of America
GROOVE 'N TURN AND DESIGN (NESTED)	76/301,623	2,751,070	United States of America
GROOVE 'N TURN AND DESIGN (SINGLE LINE)	76/301,606	2,714,412	United States of America
KAISERCUTTINGEDGE.COM	75/419,640	2,473,908	United States of America
KAISERLASERIMAGES.COM	75/419,633	2,465,979	United States of America
KAISERTOOL.COM	75/419,643	2,473,909	United States of America
LITTLEBIT AND DESIGN	75/257,473	2,167,260	United States of America
MICROBIT AND DESIGN	75/257,459	2,170,573	United States of America

## EXHIBIT A

MINI GROOVE 'N TURN AND DESIGN (2 LINE NESTED)	76/418,262	2,858,493	United States of America
MINI GROOVE 'N TURN AND DESIGN (3 LINE NESTED)	76/418,145	2,772,499	United States of America
MINIBIT AND DESIGN	75/257,586	2,170,574	United States of America
MINI-BORE AND DESIGN	75/134,065	2,108,615	United States of America
THINBIT	516243	B516243	Australia
THINBIT	724,190	458,358	Benelux
THINBIT	TMA637,339	384,525	Canada
THINBIT	602	369,796	Switzerland
THINBIT	114,271	1,517,238	France
THINBIT	1370382	B1370382	United Kingdom
THINBIT	11323/93	B09013/95	Hong Kong
THINBIT	H4.HC.01.01-1407	IDM000001919	Indonesia
THINBIT	MI93C 005428	00675205	Italy
THINBIT	33,140/85	2008675	Japan
THINBIT	14680/91	248,283	Republic of Korea
THINBIT	179268	448172	Mexico
THINBIT	94/01225	94/01225	Malaysia
THINBIT	195,015	B195015	New Zealand
THINBIT	6973/93	B6973/93	Singapore
THINBIT	328202	TM72718	Thailand
THINBIT	80-19050	545912	Taiwan
THINBIT	73/498,291	1,340,106	United States of America
THINBIT AND DESIGN	75/257,597	2,176,409	United States of America
GROOVE 'N TURN	76/301,607	2,696,526	United States of America



## EXHIBIT A

THINBIT.COM	75/383,035	2,384,489	United States of America
TRIGON AND DESIGN	76/300,145	2,738,255	United States of America
WE CAN DO THAT!	77/562,187	3,661,927	United States of America
YOU'VE GOT A FRIEND IN SMALL PLACES	77/176,819	3,459,109	United States of America
Are we proud of how it all started? Just a little bit.	86/070,136	4,626,115	United States of America
More tools than you can shake a lathe at.	86/070,149	4,672,689	United States of America
Made in the USA? Damn right.	86/070,154	4,598,799	United States of America
MORE TOOLS THAN YOU CAN SHAKE A LATHE AT AND DESIGN	86/070,816	4,676,275	United States of America
MADE IN THE USA? DAMN RIGHT. AND DESIGN	86/070,832	4,611,187	United States of America
Let's Groove	86/074,630	4,607,137	United States of America
MINI-BORE	87/108,894		United States of America