

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CoorsTek, Inc.		10/01/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Coldwater Seals, Inc.		
Street Address:	1396 CHATTAHOOCHEE AVENUE NW		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2108355	WILBANKS	
CORRESPONDENCE DATA			
Fax Number:	4045214286		
<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:	(678) 483-8899		
Email:	gina.silverio@mqlaw.com		
Correspondent Name:	McClure, Qualey & Rodack, LLP		
Address Line 1:	3100 Interstate North Circle		
Address Line 2:	Suite 150		
Address Line 4:	Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	340301-3070		
NAME OF SUBMITTER:	M. Paul Qualey, Jr.		
SIGNATURE:	/M. Paul Qualey, Jr./		
DATE SIGNED:	10/04/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("*Trademark Assignment*"), dated as of October 1, 2017 (the "*Effective Date*"), is made by CoorsTek, Inc., a Delaware corporation ("*Seller*"), in favor of Coldwater Seals, Inc., a Georgia corporation ("*Buyer*"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of the Effective Date (the "*Purchase Agreement*").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark 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. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

- (a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "*Assigned Trademark*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) 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, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademark. 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.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

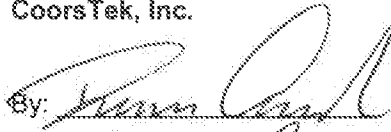
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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 Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

CoorsTek, Inc.

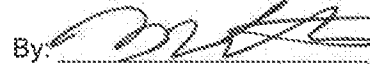
By: 
Name: DENNIS CAVANAGH
Title: VICE PRESIDENT

Address for Notices:

CoorsTek, Inc.
14143 Denver West Parkway
Suite 400
Golden, CO 80401
USA
Attention: Legal Department

AGREED TO AND ACCEPTED:

Coldwater Seals, Inc.

By: 
Name: William D. Withers
Title: President

Address for Notices:

Coldwater Seals, Inc.
1396 Chattahoochee Ave
Atlanta, Georgia 30318
USA
Attention: David Withers

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATION

U.S. Trademark Registration No. 2,108,355 for WILBANKS for "ceramic parts and ceramic composite parts for paper making machines" registered on October 28, 1997.