

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wesco Industrial Products, Inc.		12/19/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Wesco Industrial Products, LLC		
Street Address:	1250 Welsh Road		
City:	North Wales		
State/Country:	PENNSYLVANIA		
Postal Code:	19454		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4073449	WESCO	
Registration Number:	4342254	GATOR GRIP	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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:	816-983-8000		
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	Max Ellenbecker		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	529312.3		
NAME OF SUBMITTER:	Max Ellenbecker		
SIGNATURE:	/Max Ellenbecker/		
DATE SIGNED:	12/19/2017		
Total Attachments: 6			
source=KCP-#8320249-v1-_Executed__Intellectual_Property_Assignment#page1.tif			
source=KCP-#8320249-v1-_Executed__Intellectual_Property_Assignment#page2.tif			
source=KCP-#8320249-v1-_Executed__Intellectual_Property_Assignment#page3.tif			

CH \$65.00 4073449

source=KCP-#8320249-v1-_Executed__Intellectual_Property_Assignment#page4.tif

source=KCP-#8320249-v1-_Executed__Intellectual_Property_Assignment#page5.tif

source=KCP-#8320249-v1-_Executed__Intellectual_Property_Assignment#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT

December 19, 2017

This Intellectual Property Assignment (this "Assignment"), is made by Wesco Industrial Products, Inc., a Pennsylvania corporation ("Assignor"), in favor of Wesco Industrial Products, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee, and GST Exempt Apter 2007 Family Trust dated October 24, 2007, The Allen B. Apter Trust For Sherri M. Apter, The Allen B. Apter Trust for Joshua Apter, GST Subject Apter 2007 Family Trust dated October 24, 2007, and Apter 2010 Grandchildren's Trust (collectively, the "Shareholders"), are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to execute this Assignment wherein Assignor will sell, assign, transfer and convey to Assignee all right, title and interest of Assignor to, in and under all of the Intangible Property, including but not limited to the intellectual property identified in Schedule A hereto (collectively, "Assigned Intellectual Property").

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to the Assigned Intellectual Property, including, but not limited to, all trade secrets, know-how, product designs, formulas, any other confidential information of the Assignor, United States and foreign patents, trade names, trademarks and copyrights, trade name and trademark registrations, copyrights and copyright registrations, internet domain names, software, applications for any of the foregoing, licenses to use any of the foregoing, and any and all goodwill associated with any of the foregoing.

2. Recordation. Assignor hereby authorizes the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Intellectual Property to Assignee, or any assignee or successor thereto.

3. Actions.

(a) Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents,

take all lawful oaths and do all acts reasonably necessary or required to be done for the procurement, maintenance, enforcement and defense of any Assigned Intellectual Property, at Assignee's sole cost and expense, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said Assigned Intellectual Property is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

(b) Assignor hereby requests the Commissioner of Patent and Trademarks of the United States to issue said Assigned Intellectual Property set forth in Schedule A to Assignee, as the assignee of said Assigned Intellectual Property to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

(c) With respect to all internet domain names, Assignor covenants, agrees and undertakes to take all steps requested by Assignee which are reasonably necessary to effect such assignment and transfer in accordance with the domain name transfer procedures of the applicable registrar(s) for the domain names, including executing applicable domain name registrar transfer agreements or documents, assignments, lawful oaths and any other papers which Assignee may reasonably deem necessary or desirable, all without further compensation to Assignor. If, due to applicable registrar rules or regulations, a domain name registration cannot be assigned, the parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, Assignor shall maintain such domain name registration in full force and effect, and operate such domain at Assignee's direction, including pointing the domain to another site selected by Assignee. Assignee shall bear the reasonable costs and expenses associated with such maintenance and operation.

(d) Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, but for Assignee's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid Assigned Intellectual Property and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

4. Governing Agreement. This Agreement is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Agreement shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms, or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms, and provisions contained in the Purchase Agreement shall survive the delivery of this Agreement to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

6. Governing Law. This Agreement and the legal relations between Assignor and Assignee hereunder shall be governed and construed in accordance with the laws of the State of Delaware, excluding any conflicts of law rule or principle that might refer construction of such provisions to the laws of another jurisdiction.

7. Construction. This Agreement has been negotiated and prepared jointly by all parties hereto, has been reviewed by legal counsel to each party, and, as such, shall not be construed against or in favor of any party by reason of the drafting of any provision by any party or by legal counsel thereto.

8. Captions. The captions and section numbers in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

9. Counterparts. This Agreement may be executed in one or more originals (including by facsimile transmission, scanned pdf, or other electronic means), but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first above written.

ASSIGNEE:

ASSIGNOR:

WESCO INDUSTRIAL PRODUCTS, LLC

WESCO INDUSTRIAL PRODUCTS, INC.

By: _____
Name: John Lenahan
Title: Secretary

By: _____
Name: George Galla
Title: President

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first above written.

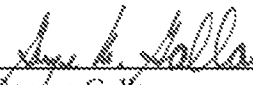
ASSIGNEE:

ASSIGNOR:

WESCO INDUSTRIAL PRODUCTS, LLC

WESCO INDUSTRIAL PRODUCTS, INC.

By: _____
Name: John Lenahan
Title: Secretary

By:  _____
Name: George Gaffa
Title: President

Schedule A

PATENT NO.	TITLE	FILING DATE	OWNER	ASSIGNMENTS
9,302,688	Knock Down Drum Truck	03.11.2014	Wesco Industrial Products, Inc.	None
6,619,905	Drum Handling Device	06.12.2001	Wesco Industrial Products, Inc.	None
7,137,464	Stair Climbing Hand Truck	09.15.2004	Wesco Industrial Products, Inc.	None
9,139,214	Adjustable Lift Truck	12.13.2011	Wesco Industrial Products, Inc.	None

TRADEMARK	REG. NO.	FILING DATE	OWNER	ASSIGNMENTS
WESCO	4,073,449	04.05.2011	Wesco Industrial Products, Inc.	None
GATOR GRIP	4,342,254	10.02.2012	Wesco Industrial Products, Inc.	None

DOMAIN NAME	LISTED REGISTRANT
Wescomfg.com	Wesco Manufacturing
Lexcoeng.com	Gary Sauer, Wesco

COPYRIGHTS

- Any and all content, designs, software, source code, object code, layouts, images, marketing materials and other copyrightable materials relating to the internet domain names wescomfg.com and lexcoeng.com.
- Any and all promotional marketing and advertising materials, business plans, computer software, programs, databases, artwork, logos, layouts, textual matter, other copyrightable materials and derivative works thereof.