

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DFW Grating, LLC		05/18/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Powerbrace Acquisition, LLC		
Street Address:	7640 60th Avenue		
City:	Kenosha		
State/Country:	WISCONSIN		
Postal Code:	53142		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5331663	PREMIER DIAMOND	
Registration Number:	5331664	PREMIER GRATE	
Registration Number:	5331662	PREMIER GRIP	
CORRESPONDENCE DATA			
Fax Number:	3125274011		
<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:	3125274000		
Email:	jberman@taftlaw.com		
Correspondent Name:	Jane S. Berman		
Address Line 1:	111 East Wacker		
Address Line 2:	Taft Stettinius & Hollister LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	MIN19-GN001		
NAME OF SUBMITTER:	Jane S. Berman		
SIGNATURE:	/Jane S. Berman/		
DATE SIGNED:	05/22/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into as of May 18, 2018 (the “Effective Date”) by and among DFW Grating, LLC, a Texas limited liability company (“Assignor”) and Powerbrace Acquisition, 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).

RECITALS

A. Assignor, Assignee and the other parties thereto have entered into that certain Asset Purchase Agreement, dated as of May 18, 2018 (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of the Assignor’s right, title and interest as of the date hereof in and to the Purchased Assets and Assignee has agreed to purchase, acquire, accept and pay for the Purchased Assets, including, without limitation, certain Intellectual Property Assets;

B. In connection with the Purchase Agreement, the parties to the Purchase Agreement desire that Assignor sell, assign, transfer, convey and deliver to Assignee all of the right, title and interest of Assignor in and to all of the following that are included in the Purchased Assets: (a) trade names, trademarks and service marks, business names, corporate names, trade dress, logos, slogans, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing (“Trademarks”); (b) patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof (“Patents”); (c) copyrights and copyrightable subject matter (whether registered or unregistered) and all issuances, extensions and renewal thereof (“Copyrights”); (d) all rights in the foregoing and in other similar intangible assets; and (e) all applications and registrations for any of the foregoing, including, without limitation, the Trademarks, Patents and Copyrights set forth on Exhibit A attached hereto (collectively, the “Assigned IP”); and

WHEREAS, Assignee wishes to acquire and accept all of Assignor’s right, title and interest in and to the Assigned IP, and Assignor wishes to sell, assign, transfer, convey and deliver to Assignee all of such right, title and interest in and to the Assigned IP to Assignee.

NOW, THEREFORE, for good and valuable consideration, including, without limitation, for and in exchange for the payment of the Purchase Price set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Transfer of Assigned IP. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, and Assignee does hereby acquire and accept, all of Assignor’s right, title and interest in and to the Assigned IP, free and clear of all obligations, Liabilities and Encumbrances, throughout the universe and all rights corresponding thereto (including, without limitation, with respect to the Copyrights included in the Assigned IP, all works based upon, derived from, or incorporating such Copyrights and all the rights embraced therein, including but not limited to, the right to license, use, duplicate, reproduce, copy, distribute, display, license, adapt, modify, and prepare derivative works from the Copyrights in perpetuity in any and

all media and by any and all means, whether now known or hereafter devised), together with all income, royalties, fees, payments and other proceeds now or hereafter due or payable in relation to the Assigned IP and all rights and remedies (including the right to sue for and recover damages and rights to injunctive relief and other remedies) against past, present, and future infringement, misappropriation, or other violation relating to the Assigned IP, including, without limitation, any and all causes of action (whether in law or equity) and enforcement rights, whether currently pending, filed, or otherwise, relating to the Assigned IP, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee's expense, Assignor shall provide any further necessary documentation (including, without limitation, executing and delivering all papers, instruments and assignments) and do all further acts reasonably requested by Assignee to confirm, vest and perfect title in and to the Assigned IP in Assignee, its successors and assigns, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks and Patents included in the Assigned IP with the United States Patent and Trademark Office and the Copyrights included in the Assigned IP with the United States Copyright Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

3. Authorization. Assignor hereby authorizes and requests the (a) Register of Copyrights of the United States, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in and to the Copyrights included in the Assigned IP (including those listed on Exhibit A), and (b) Commissioner of Patents and Trademarks to record Assignee as assignee and owner of the entire right, title and interest in and to the Trademark and Patents included in the Assigned IP (including those listed on Exhibit A).

4. Entire Agreement. This Assignment, and the Purchase Agreement, including the Exhibits, Schedules and Attachments hereto and thereto, constitute the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings between the parties hereto with respect to the subject matter hereof and thereof.

5. Successors and Assigns. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

6. No Third-Party Beneficiaries. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any Person, other than the parties hereto, and their successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements in this instrument shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

7. Governing Law and Venue. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the United States and the internal laws

of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Assignment as of the Effective Date.

ASSIGNOR:

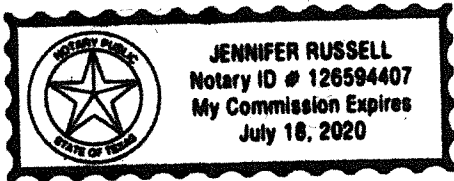
DFW GRATING, LLC

By: John Willbanks III
Name: John D Willbanks III
Title: President

ACKNOWLEDGMENT

STATE OF Texas)
)ss:
COUNTY OF Tarrant)

On this 16th day of May, 2018 before me, the undersigned, personally appeared John D. Willbanks III personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

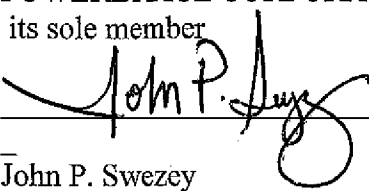


Jennifer Russell
Notary Public
Printed Name: Jennifer Russell
My Commission Expires: 7-18-20

ASSIGNEE:

POWERBRACE ACQUISITION, LLC

By: POWERBRACE CORPORATION,
its sole member

By: 

Name John P. Swezey

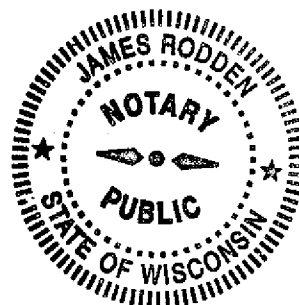
Title: President & Chief Operating Officer

ACKNOWLEDGMENT

STATE OF Wisconsin)

COUNTY OF Kenosha)

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)ss:
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On this 15 day of May, 2018 before me, the undersigned, personally appeared John P. Swezey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

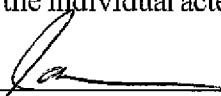

Notary Public
Printed Name: James Rodden
My Commission Expires: 06-07-2019

EXHIBIT A

Patents and Patent Applications

None.

Trademark Registrations and Applications

<u>Country</u>	<u>Mark</u>	<u>App. Date / Reg. Date</u>	<u>Regis. No. / Serial No.</u>
USA	PREMIER DIAMOND	11/7/2017	5331663
USA	PREMIER GRATE	11/7/2017	5331664
USA	PREMIER GRIP	11/7/2017	5331662

Copyright Registrations and Applications

None.