

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3rd Dimension LLC		07/26/2018	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	GGC Tango Delta, Inc.		
Street Address:	411 East Wisconsin Avenue		
Internal Address:	Suite 1710		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4855351	3RD DIMENSION INDUSTRIAL 3D PRINTING	
Registration Number:	4952829	PARTS WITH INTEGRITY	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<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:	414-271-2400		
Email:	ipdocketing@foley.com, sfelde@foley.com		
Correspondent Name:	Christopher M. King		
Address Line 1:	3000 K Street, N.W. Suite 600		
Address Line 2:	Foley & Lardner LLP		
Address Line 4:	Washington, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	116627-0105		
NAME OF SUBMITTER:	Christopher M. King		
SIGNATURE:	/Christopher M. King/		
DATE SIGNED:	07/31/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of July 27, 2018, is made by 3rd Dimension LLC, an Indiana limited liability company that is changing its name to "RMFive LLC" as of the date hereof, located at 140 Bennington Drive, Zionsville, Indiana 46077 ("Assignor"), in favor of GGC Tango Delta, Inc., a Wisconsin corporation that is changing its name to "3rd Dimension Industrial 3D Printing Co." as of the date hereof, located at 411 East Wisconsin Avenue, Suite 1710, Milwaukee, Wisconsin 53202 ("Assignee"), the purchaser of substantially all of the assets of Assignor pursuant to that certain Asset Purchase Agreement, of even date herewith, among Assignor, Robert J. Markley, an adult resident of the State of Indiana, and Assignee (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Assignor has sold, assigned, transferred, conveyed and delivered to Assignee substantially all of its assets, including without limitation certain intellectual property of Assignor, and has agreed to simultaneously execute and deliver this IP Assignment.

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title, and interest in, to and under the following (the "Assigned IP"):

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the domain names set forth on Schedule 2 hereto, including the current registrations thereof (the "Domain Names");

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) 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

(e) 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Transfer of Domain Names. Assignor shall execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names to Assignee, and cause the Domain Names to be registered in the name of Assignee with the domain name registry designated by Assignee.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. 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.

5. Counterparts. This IP 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 IP 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 IP Assignment.

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

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

[Signature page follows]

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

3RD DIMENSION LLC

By [Signature]

Name: Robert J. Markley

Title: President and Chief Executive Officer

Address for Notices:

140 Bennington Drive
Zionsville, Indiana 46077

ACKNOWLEDGMENT

STATE OF Indiana)

) SS.

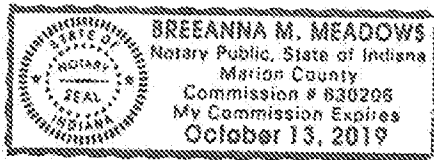
COUNTY OF Marion)

On the 26th day of July, before me personally appeared Robert Markley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President/CEO of 3rd Dimension LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of 3rd Dimension LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: 0/13/2019

[Signature]

Notary Public
Printed Name: Breeanna M. Meadows



[Signature Page to Intellectual Property Assignment]

SCHEDULE 1

TRADEMARKS

Mark	Jurisdiction	Registration Number	Registration Date
3RD DIMENSION INDUSTRIAL 3D PRINTING	US	4855351	11/17/2015
PARTS WITH INTEGRITY	US	4952829	05/03/2016

SCHEDULE 2

DOMAIN NAMES

Domain Name	Registrar	Expiration Date
3dmetal.parts	GoDaddy.com, LLC	February 23, 2019
3dmetal.us	GoDaddy.com, LLC	February 22, 2019
3rdams.com	GoDaddy.com, LLC	September 7, 2022
3rdmfg.com	GoDaddy.com, LLC	February 23, 2019
directmetaladv.com	GoDaddy.com, LLC	February 4, 2020
directmetaladvance.com	GoDaddy.com, LLC	February 4, 2020
directmetaladvanced.com	GoDaddy.com, LLC	February 4, 2020
directmetalam.com	GoDaddy.com, LLC	February 4, 2020
dmadvance.com	GoDaddy.com, LLC	February 4, 2020
dmm.parts	GoDaddy.com, LLC	January 26, 2021
growmetal.parts	GoDaddy.com, LLC	February 23, 2019
metaladditive.com	GoDaddy.com, LLC	February 23, 2019
print3d4u.com	GoDaddy.com, LLC	April 4, 2019
printmetal.parts	GoDaddy.com, LLC	February 23, 2019
thirdams.com	GoDaddy.com, LLC	September 7, 2022