

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484439

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brandtjen & Kluge, Inc.		06/07/2018	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brandtjen and Kluge, LLC		
<b>Street Address:</b>	18081 Chesterfield Airport Road		
<b>City:</b>	Chesterfield		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63005		
<b>Entity Type:</b>	Limited Liability Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0765029	KLUGE	
<b>Registration Number:</b>	1325455	KLUGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124635001		
<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>			
<b>Phone:</b>	3124635000		
<b>Email:</b>	bwptotm@bannerwitcoff.com		
<b>Correspondent Name:</b>	Banner & Witcoff, Ltd.		
<b>Address Line 1:</b>	10 South Wacker Drive		
<b>Address Line 2:</b>	Suite 3000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	008400.00199		
<b>NAME OF SUBMITTER:</b>	Katherine Laatsch Fink		
<b>SIGNATURE:</b>	/Katherine Laatsch Fink/		
<b>DATE SIGNED:</b>	08/02/2018		
<b>Total Attachments: 4</b>			
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**ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this “*Assignment*”) dated as of June 7, 2018 (the “*Effective Date*”), and executed by Brandtjen & Kluge, Inc., a Minnesota corporation with principal offices located at 539 S. Blanding Woods Rd, St. Croix Falls, WI 54024 (the “*Assignor*”) to and for the benefit of Brandtjen and Kluge, LLC, a Missouri Limited Liability Company, with principal offices located at 18081 Chesterfield Airport Road, Chesterfield, MO 63005 (the “*Assignee*”).

**RECITALS**

WHEREAS, Assignor, Brandtjen & Kluge, Inc., is the owner of the following trademarks and registrations therefor (the “Marks”) as shown below, together with the goodwill of the business symbolized thereby:

<b>Jurisdiction</b>	<b>Mark</b>	<b>App. No./Reg. No.</b>	<b>Full Goods/Services</b>	<b>Owner</b>
United States	KLUGE	RN: 765029 SN: 72166062	(Int'l Class: 023) platen printing presses, automatic sheet feeding and delivering mechanisms for platen printing presses, and automatically fed platen printing presses	Brandtjen & Kluge, Inc.
United States	KLUGE	RN: 1325455 SN: 73467664	(Int'l Class: 07) printing presses; business forms imprinting presses; die cutting, embossing, foil stamping, automatic sheet feeding, delivering, fan folding, unwinding, rewinding, hole punching, and paper processing mechanisms-all for use with or in connection with printing presses	Brandtjen & Kluge, Inc.
Canada	KLUGE	RN: TMA153495 AN: 0293817	Goods: (1) Platen printing presses, automatic sheet feeding and delivering mechanisms for platen printing presses, and automatically fed platen printing presses.	Brandtjen & Kluge, Inc.
European Union	KLUGE	RN: 010411544 AN: 010411544	(Int'l Class: 07) Specialty print finishing equipment; printing presses; business forms imprinting presses; die cutting, embossing, foil stamping, automatic sheet feeding, delivery, fan folding, unwinding, rewinding, hole punching, and paper processing mechanisms, all for use with or in connection with printing presses.	Brandtjen & Kluge, Inc.

WHEREAS, Assignee, Henry A. Brandtjen III, and Assignor entered into an Asset Purchase Agreement, dated as of the Effective Date, (the "***Purchase Agreement***"), pursuant to which, among other things, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, as of the Effective Date, certain assets, including the Marks.

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to ensure the proper assignment and conveyance of all right, title, and interest in and to the Marks , together with all goodwill associated therewith.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Defined Terms. All capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.

2. Assignment. Assignor hereby assigns, transfers, conveys, delivers and grants unto Assignee, its successors and assigns, as of the Effective Date, all of Assignor's right, title, and interest of whatever kind in and to the Marks, including all common law rights and all rights in and to the Marks and registrations, together with (1) the goodwill of the business related to the Marks; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past, present, or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

3. Assumption. Assignee hereby assumes and accepts from Assignor, as of the Effective Date, the Marks, including the goodwill of the business symbolized thereby.

4. Relation to Purchase Agreement. This Assignment is being delivered pursuant to the Purchase Agreement and is subject, in all respects, to the terms and conditions of the Purchase Agreement. This Assignment shall not in any way supersede the Purchase Agreement, which remains in full force and effect pursuant to its terms and the parties thereto shall have the rights, duties and obligations provided for thereunder. In the event of any inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control and prevail.

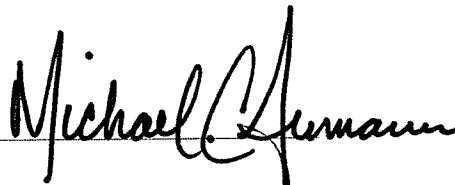
5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission or with an electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*[Remainder of Page Left Intentionally Blank. Signature Page(s) to Follow.]*

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Intellectual Property Agreement as of the Effective Date.

ASSIGNOR:

BRANDTJEN & KLUGE, INC.

By: 

Name: Michael C. Aumann

Title: Chief Executive Officer

*[Signature Page to Assignment and Assumption of Intellectual Property Agreement]*

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IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the Effective Date.

**ASSIGNEE:**

BRANDTJEN AND KLUGE, LLC

By:  \_\_\_\_\_

Name: Jordan Goodman

Title: Vice President

*[Signature Page to Assignment and Assumption of Intellectual Property Agreement]*

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**RECORDED: 08/02/2018**

**TRADEMARK  
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