

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concut, Inc.		06/30/2016	Corporation: WASHINGTON
James D. Mayer		06/30/2016	INDIVIDUAL:
Susan M. Mayer		06/30/2016	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Dixie Diamond Manufacturing, Inc.		
Street Address:	205 Buxton Court		
City:	Lilburn		
State/Country:	GEORGIA		
Postal Code:	30047		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1831083	CONCUT	
Registration Number:	4455513	ROCKSTAR DIAMOND	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Brian P. Kerwin		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Brian P. Kerwin		
SIGNATURE:	/Brian P. Kerwin/		
DATE SIGNED:	02/05/2019		
Total Attachments: 7			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made and entered into as of June 30, 2016 (the "Effective Date"), by and among DIXIE DIAMOND MANUFACTURING, INC., a Georgia corporation ("Assignee"), CONCUR, INC., a Washington corporation (the "Company"), and ALL THE SHAREHOLDERS OF THE COMPANY (the "Shareholders") and together with the Company, the "Assignor"). Assignee, the Company and the Shareholders are each referred to herein as a "Party" and collectively as the "Parties."

BACKGROUND

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement").

B. Pursuant to the Purchase Agreement, Assignor has agreed, among other things, to sell, transfer, assign, convey and deliver certain assets, including without limitation, the trademarks and service marks set forth on Schedule A hereto, including all registrations, extensions and renewals thereof (the "Marks") and the domain names set forth on Schedule B hereto (the "Domain Names") and described below, to Assignee at the Closing.

C. Assignee desires to acquire Assignor's entire right, title and interest in and to such Marks and Domain Names.

AGREEMENT

In consideration of the premises and the mutual covenants and agreements set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (b) all of Assignor's right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees derived from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

3. Assistance. Assignor agrees to perform, without further or additional consideration, but at the expense of Assignee, its successors and assigns, all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and the Domain Names, and the intellectual property rights

therein assigned to Assignee hereunder. Such acts may include (a) execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, (b) assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, (c) testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and (d) generally doing everything that is reasonably necessary to aid Assignee, upon Assignee's reasonable request, in obtaining and enforcing proper protection for applicable intellectual property rights in the Marks and Domain Names. In the event Assignor refuses or fails, without reasonable grounds, to execute within a reasonable period of time following Assignee's written request any such documents necessary to effectuate this Assignment of the rights granted herein should that be necessary in any territory which requires documentation and/or registration apart from this Assignment to perfect the rights granted hereby, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to effectuate this Assignment of the rights granted herein, with the same legal force and effect as if executed by Assignor.

4. General.

4.1 Assignment; Third Party Beneficiaries. No party may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party; provided, however, that Assignee may assign its rights and delegate its obligations without Assignor's consent to any subsidiary of Assignee or to any assignee or successor in interest of its business or substantially all of its assets, whether pursuant to a sale, contribution, merger, or sale or exchange of all or substantially all of the assets or outstanding capital stock of Assignee. Subject to the preceding sentence, this Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of the parties. Nothing in this Assignment will be construed to give any Person other than the Parties to this Assignment any legal or equitable right under or with respect to this Assignment or any provision of this Assignment, except such rights as will inure to a successor or permitted assignee pursuant to this Section 4.1.

4.2 Entire Agreement; Modification. This Assignment, including the schedules attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the Parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the Parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern. This Assignment may not be amended except by a written agreement signed by each of the Parties to this Assignment.

4.3 Severability. If any provision of this Assignment is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provision shall be replaced by Assignor and Assignee with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

4.4 Headings; Construction. The headings of Articles and Sections in this Assignment are provided for convenience only and will not affect its construction or interpretation. All annexes, exhibits and schedules to this Assignment are incorporated into and constitute an integral part of this Assignment as if fully set forth herein. All words used in this Assignment will be construed to be of

such gender or number as the context requires. All references to documents, instruments or agreements will be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto. The language used in this Assignment will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The Parties acknowledge that each Party has reviewed this Assignment and that rules of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be available in the interpretation of this Assignment.

4.5 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of laws.

4.6 Counterparts; Effectiveness. This Assignment may be executed in one or more counterpart signature pages, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement, which shall be binding upon all of the Parties hereto notwithstanding the fact that all Parties are not signatory to the same counterpart. The exchange and delivery of executed copies of this Assignment and of signature pages by facsimile transmission, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature and shall be binding for all purposes hereof. A Party’s receipt of a facsimile signature page or electronic copy of a signature page to this Assignment shall be treated as the Party’s receipt of an original signature page.


4.7 Attorneys’ Fees. In the event that any suit or action is instituted to enforce any provision in this Assignment or the instruments or agreements contemplated by this Assignment, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Assignment or any such instrument or other agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment, or have caused this Assignment to be duly executed and delivered on its behalf by a duly authorized representative, as of the date first above written.

ASSIGNEE:

DIXIE DIAMOND MANUFACTURING, INC.,
a Georgia corporation

By: 
Name: Mark Danzi
Title: Vice President

ASSIGNOR:

CONCUT, INC.,
a Washington corporation

By: _____
James D. Mayer, President

James D. Mayer

Susan M. Mayer

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment, or have caused this Assignment to be duly executed and delivered on its behalf by a duly authorized representative, as of the date first above written.

ASSIGNEE:

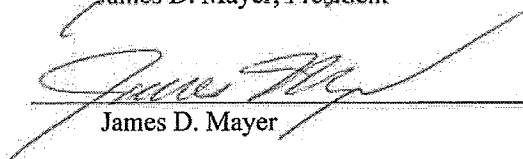
DIXIE DIAMOND MANUFACTURING, INC.,
a Georgia corporation

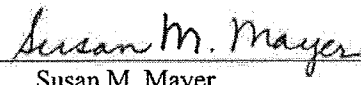
By: _____
Name: _____
Title: _____

ASSIGNOR:

CONCUT, INC.,
a Washington corporation

By: 
James D. Mayer, President


James D. Mayer


Susan M. Mayer

SCHEDULE A

Marks

1. Concut – USPTO Registration No. 1831083
2. Rockstar Diamond – USPTO Registration No. 4,455,513
3. Tradenames registered in Washington State:
 - Pro Diamond Supply
 - Wolverine Equipment Co.
 - American Diamond Products

SCHEDULE B

Domain Names

The following domain names are owned by Concut, Inc.:

- www.concutusa.com
- www.wolverineequipment.com
- www.rockstardiamond.com