

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arch Global Precision LLC		02/26/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AGP Holdings LLC		
Street Address:	350 N Old Woodward Ave, Suite 100		
City:	Birmingham		
State/Country:	MICHIGAN		
Postal Code:	48009		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0923487	KEO	
Registration Number:	3981774	MEDIMILL	
Registration Number:	3986003	MEDIDRILL	
CORRESPONDENCE DATA			
Fax Number:	2483513082		
<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:	2483513000		
Email:	byates@jaffelaw.com		
Correspondent Name:	Brenda R. Yates		
Address Line 1:	535 West William, Suite 400S		
Address Line 4:	Ann Arbor, MICHIGAN 48103		
ATTORNEY DOCKET NUMBER:	ARCH-KEYSTO		
NAME OF SUBMITTER:	Brenda R. Yates		
SIGNATURE:	/bry/		
DATE SIGNED:	02/27/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "**Assignment**"), executed as of the last date below written, but effective as of January 1, 2019, is made by and between **ARCH GLOBAL PRECISION LLC**, a Delaware limited liability company ("**Assignor**"), and **AGP HOLDINGS LLC**, a Delaware limited liability company located at 350 N Old Woodward Ave, Suite 100, Birmingham, Michigan 48009 ("**Assignee**").

RECITALS:

- A. Assignor is the owner of record of the Trademark applications and registrations listed on Exhibit A (the "Trademarks").
- B. Assignee desires to acquire all of Assignor's entire right, title, and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks.
- C. Assignor desires to transfer to Assignee all of Assignor's rights in the Trademarks.

AGREEMENTS:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title, and interest in and to the Trademarks, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.
2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment, sale, conveyance, and transfer had not been made.
3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's request, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its heirs, successors, assigns or other legal representatives.
4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademarks Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks. Assignor agrees to cooperate to sign and deliver to Assignee any further assignment documents reasonably requested by Assignee to effectuate the assignment of the Trademarks to Assignee.

5. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements and understandings.

6. This Assignment shall be governed and controlled in all respects by the laws of the State of Delaware, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

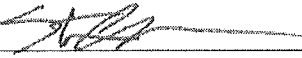
8. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

[Signatures on the following page]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date set forth below.

ASSIGNOR:

ARCH GLOBAL PRECISION LLC,
a Delaware limited liability company

By: 

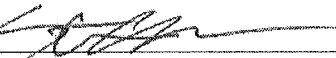
Title: Authorized Representative

Dated: 1/26/2019

ASSIGNMENT ACCEPTED:

ASSIGNEE:

AGP HOLDINGS LLC
a Delaware limited liability company

By: 

Title: Authorized Representative

Dated: 1/26/2019

EXHIBIT A
TRADEMARKS

UNITED STATES:

	MARK	SERIAL NUMBER and APP. DATE	REG. NUMBER and REG. DATE	INTERNATIONAL CLASS
1.	KEO	72370132 09/08/1970	0,923,487 11/09/1971	007
2.	MEDIMILL	77220409 07/02/2007	3,981,774 06/21/2011	007
3.	MEDIDRILL	77220451 04/02/2007	3,986,003 06/28/2011	007