

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fansteel Inc.		05/04/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wellman Dynamics Corporation		
Street Address:	1746 Commerce Road		
City:	Creston		
State/Country:	IOWA		
Postal Code:	50801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2538147	FANSTEEL WELLMAN DYNAMICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7042456515		
Email:	bdavis@vlplawgroup.com		
Correspondent Name:	Brian Davis		
Address Line 1:	5960 Fairview Rd; Suite 400		
Address Line 4:	Charlotte, NORTH CAROLINA 28210		
NAME OF SUBMITTER:	Brian M. Davis		
SIGNATURE:	/Brian M. Davis/		
DATE SIGNED:	05/09/2019		
Total Attachments: 6			
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OP \$40.00 2538147

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of May 4, 2018, is entered into by and between Fansteel, Inc., a Delaware corporation (the "Assignor") and Wellman Dynamics Corporation, a Delaware corporation (the "Assignee").

WHEREAS, Assignor has agreed to, among other things, sell, convey, assign, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the trademarks and/or pending applications for registration of trademarks set forth on Schedule A hereto (collectively, the "Assigned Trademarks").

WHEREAS, the parties wish to record such assignment with the appropriate governmental entities.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby irrevocably sell, transfer, convey, assign, grant, set over, and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to and under the Assigned Trademarks, together with any and all goodwill associated therewith and symbolized by the Assigned Trademarks, throughout the world, free and clear of all liens, mortgages, options, charges, title defects, security interests, and similar encumbrances, the same to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees, 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, as assignee of its respective entire right, title and interest therein, including, without limitation, all statutory and other rights in and to all fees, income, royalties, damages and payments now and hereinafter due or payable with respect thereto, any and all causes of action (in law or equity), claims, and demands with respect thereto, and the right to sue, counterclaim, and recover for past, present or future infringement, misappropriation, dilution or other violation of the Assigned Trademarks, along with all of the proceeds from the foregoing which are accrued and unpaid as of, and/or accruing after the Effective Date, for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.
2. As may be requested by Assignee or its designees or other legal representatives from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees, or other legal-representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Trademarks and (ii) secure Assignee's rights in the Assigned Trademarks, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Trademarks.

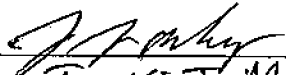
3. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

4. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the United States of America and the State of New York (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Assignment, and consent to the exclusive jurisdiction of, the Bankruptcy Court; provided, however, that in the event the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction with respect to any matter provided for in this sentence or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced. No failure by any party to exercise, or delay in exercising, any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or any other right, power or remedy.

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IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have duly executed this Assignment as of the day and year first above written.

ASSIGNOR: FANSTEEL, INC.


By: 
Name: James J. Mahoney
Title: CEO

[SIGNATURE PAGE TO THE TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006641 FRAME: 0701

ASSIGNEE:

WELLMAN DYNAMICS
CORPORATION

By: 
Name: *James J. McHenry*
Title: *CEO*

[SIGNATURE PAGE TO THE TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006641 FRAME: 0702

Schedule A

Assigned Trademarks

[See attached.]

Reference	Reg. No.	Registered	Trademark	Renewed To	Next Renewal
2647.3003.007	2,538,147	2/12/2002	FANSTEEL WELLMAN DYNAMICS	Fansteel, Inc.	2/12/2022