

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PATTON INDUSTRIAL PRODUCTS, INC.		08/21/2019	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	AFC INDUSTRIES, INC.		
Street Address:	3795 PORT UNION ROAD		
City:	FAIRFIELD		
State/Country:	OHIO		
Postal Code:	45014		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4515296	THREADTITE	
Registration Number:	4704330	THREADFAST	
CORRESPONDENCE DATA			
Fax Number:	4122091845		
<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:	412-297-4900		
Email:	iptrademark@cohenlaw.com		
Correspondent Name:	COHEN & GRIGSBY, P.C.		
Address Line 1:	625 LIBERTY AVENUE		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222-3152		
ATTORNEY DOCKET NUMBER:	23077.15		
NAME OF SUBMITTER:	Michael E. Dukes		
SIGNATURE:	/michael e. dukes/		
DATE SIGNED:	08/21/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**"), effective as of August 21, 2019, is made by PATTON INDUSTRIAL PRODUCTS, INC., a Minnesota corporation, having a principal address of 8410 Pillsbury Avenue, Bloomington, MN 55420 ("**Assignor**") and AFC INDUSTRIES, INC., an Ohio corporation, having a principal address of 3795 Port Union Road, Fairfield, OH 45014 ("**Assignee**").

WHEREAS, Assignor is the owner of certain intellectual property; and

WHEREAS, Assignee has entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "**APA**"), with Assignor and the other parties thereto, whereby Assignor has sold, assigned, transferred, delivered and conveyed to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

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

(a) The patents and patent applications set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, and all letters patent, invention registrations, utility models, extension or reissues and other patent rights, obtained for the patents in the United States or any other country, together with the right to claim priority under any International Convention in all member countries thereof (the "**Patents**");

(b) the trademark registrations set forth on **Schedule 2** 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;

(c) all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world;

(d) 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;

(e) 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

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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 Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the APA. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the APA. The representations, warranties, covenants, agreements, and indemnities contained in the APA 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 APA and the terms of this Assignment, the terms of the APA shall govern.

4. 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 shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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


6. Governing Law. This 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 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 Minnesota, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR

PATTON INDUSTRIAL PRODUCTS, INC.

By: 

Name: Todd Patton

Title: Chief Executive Officer

ASSIGNEE

AFC INDUSTRIES, INC.

By: _____

Name: Kevin Godin

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR

PATTON INDUSTRIAL PRODUCTS, INC.

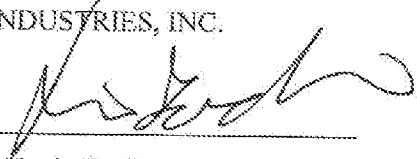
By: _____

Name: Todd Patton

Title: Chief Executive Officer

ASSIGNEE

AFC INDUSTRIES, INC.

By:  _____

Name: Kevin Godin

Title: Chief Executive Officer

SCHEDULE 1

PATENTS

Title	Jurisdiction	Patent No.	Grant Date
CABLE CLAMP	Canada	2427287	1/25/2011
CABLE BRACKET MECHANISM	Canada	2505271	10/23/2012
CABLE MECHANISM	Canada	2512720	10/30/2012
CABLE SUPPORT APPARATUS	Canada	2436021	4/3/2012
CABLE SUPPORT APPARATUS	United States	6,928,704	8/16/2005
CABLE CLAMP	United States	7,032,867	4/25/2006
CABLE BRACKET APPARATUS	United States	7,424,791	9/16/2008
CABLE MECHANISM	United States	7,533,504	5/19/2009

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Mark	Country	Reg. No.	Reg. Date
THREADTITE	United States	4,515,296	April 15, 2014
THREADFAST	United States	4,704,330	March 17, 2015