TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM542852

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PAC Investment Holdings, LLC		09/13/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PAC Stainless Limited	
Street Address:	5259 Brittmoore Road	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77041	
Entity Type:	Corporation: WASHINGTON	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5053405	PAC PAC STAINLESS LTD.

CORRESPONDENCE DATA

Fax Number: 3142592020

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.

Phone: 3142592000

susan.murphy@bclplaw.com Email:

BRYAN CAVE LEIGHTON PAISNER LLP **Correspondent Name:**

Address Line 1: 211 North Broadway, Suite 3600

Address Line 4: St Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	1031201.104
NAME OF SUBMITTER:	Brian Devling
SIGNATURE:	/Brian Devling/
DATE SIGNED:	09/27/2019

Total Attachments: 4

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> **TRADEMARK** REEL: 006756 FRAME: 0906

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>") is entered into as of September 13, 2019, by and between PAC Investment Holdings, LLC, a Delaware limited liability company ("<u>Assignor</u>"), and PAC Stainless Limited, a Washington corporation ("<u>Assignee</u>").

RECITALS

WHEREAS, Assignor owns the trademark and service mark registrations and applications listed on Schedule 1 attached hereto ("<u>Assigned Trademarks</u>") and desires to assign, transfer, convey and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Trademarks, and Assignee has agreed to accept all right, title and interest of Assignor in and to the Assigned Trademarks from Assignor.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Assignment. Effective as of the date hereof, Assignor hereby sells, conveys, assigns, and transfers to Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks in the United States and throughout the world, together with the goodwill of the business connected with and symbolized by the Assigned Trademarks, including, without limitation, all registrations and applications therefor, which may include applications filed on the basis of applicant's bona fide intent to use the subject marks, the right to renew any registrations included in the Assigned Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Assigned Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with the right to collect royalties, income and proceeds in connection with any of the foregoing and the right to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation thereof and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Assigned Trademarks.
- 2. <u>Recordation</u>. Each of Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, and any other applicable governmental entity, to record Assignee as the owner of the Assigned Trademarks, as assignee of the entire right, title and interest in and to the same. Assignee shall have the right to record this Trademark Assignment with all applicable governmental entities so as to perfect its ownership of the Assigned Trademarks.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall

TRADEMARK REEL: 006756 FRAME: 0907 constitute one and the same agreement. A faxed or electronic (i.e. PDF) signature shall be deemed original for all purposes under this Trademark Assignment.

4. <u>Further Assurances</u>. Each of the parties hereto agrees to execute and deliver such documents, and to take such actions, as may be reasonably requested by the other party to give effect to this Trademark Assignment and to vest, perfect, confirm, record or otherwise reflect the parties' rights as set forth herein.

5. Governing Law; Waiver of Jury Trial.

All matters relating to the interpretation, construction, validity and enforcement of this Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

PAC INVESTMENT HOLDINGS, LLC

By:

Name: Scott McCullough

Its:

President & Chief Executive Officer

ASSIGNEE:

PAC STAINLESS LIMITED

Name: Scott McCullough

Its:

President & Chief Executive Officer

Schedule 1

Assigned Trademarks

Mark	Jurisdiction	Application No. Application Date	Registration No. Registration Date
PAC STAINLESS LTD.	U.S.	86/890,173 28-Jan-2016	5,053,405 04-Oct-2016

TRADEMARK REEL: 006756 FRAME: 0910

RECORDED: 09/27/2019