

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543389

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jade Equipment Corporation		09/30/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARCH Global Precision - Huntingdon Valley, LLC		
<b>Street Address:</b>	3600 S. Telegraph Rd., Suite 180		
<b>City:</b>	Bloomfield Hills		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48302		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1947837	JADE	
<b>Registration Number:</b>	1949895	JADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155911400		
<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>			
<b>Phone:</b>	4155911000		
<b>Email:</b>	achan@winston.com		
<b>Correspondent Name:</b>	Becky L. Troutman, Esq.		
<b>Address Line 1:</b>	101 California St.		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	017389.00002		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman		
<b>SIGNATURE:</b>	/Becky L. Troutman/		
<b>DATE SIGNED:</b>	10/01/2019		
<b>Total Attachments: 5</b>			
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**INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT**

This Intellectual Property Rights Assignment Agreement (this “Assignment”), dated September 30, 2019, is by and between Jade Equipment Corporation, a Delaware corporation (“Assignor”), and ARCH Global Precision – Huntingdon Valley, LLC, a Michigan limited liability company (“Assignee”).

WHEREAS, Assignor, Assignee, and the other signatories thereto are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, modified or supplemented from time to time, the “Purchase Agreement”), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor’s right, title and interest in and to certain assets of Assignor as set forth in the Purchase Agreement, including all JEC Intellectual Property (as such term is defined in the Purchase Agreement);

WHEREAS, the JEC Intellectual Property includes the trade names, trademarks, and trademark applications and registrations; copyrights; patents; and the domain name registrations and social media pages set forth on Exhibit A attached hereto;

WHEREAS, pursuant to the Purchase Agreement, the execution and delivery of this Assignment is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement;

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement;

WHEREAS, Assignor is willing to assign all rights it may have in and to all JEC Intellectual Property on the terms and subject to the conditions set forth in this Purchase Agreement; and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the JEC Intellectual Property, including all intellectual property rights therein, as well as all common-law rights and all federal trademark and service mark registrations and applications identified on Exhibit A.

NOW, THEREFORE, for good and valuable consideration provided for herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged:

Effective as of the date hereof, Assignor hereby irrevocably sells, conveys, transfers, sets over, and assigns to Assignee, its successors and assigns, all of Assignor’s worldwide right, title and interest in and to the JEC Intellectual Property, including, without limitation the domain names, social media pages, trademarks, patents, and copyrights set forth in Exhibit A, the same to be held and enjoyed by Assignee, its successors, and assigns.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions,

whose duty is to issue patents or other evidence or forms of industrial property protections on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the JEC Intellectual Property, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee, its successors, assigns, or other legal representatives.

Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights herein, including, without limitation, upon request by Assignee to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment and to aid Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the JEC Intellectual Property in all jurisdictions and to record Assignee as owner of the JEC Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Assignor will do all things necessary, proper, and advisable to reasonably assist Assignee in transferring all domain names that are JEC Intellectual Property at Assignee's expense, including but not limited to placing each of the domain names in "unlocked" status and provide to Assignee the applicable Internet domain name registrars' transfer authorization codes for each of the domain names or any required information to effectuate the transfer of Assignor's right, title, and interest in the domain names (including all account login and password information) to Assignee and do all things necessary, proper or advisable to reasonably assist Assignee in transferring such domain names. Assignor shall not assert any right, title or interest in or to any of the JEC Intellectual Property and shall not use any of the JEC Intellectual Property except as may be expressly authorized by the Company in writing. Any assistance provided by Assignor as requested by Assignee pursuant to this paragraph shall be at Assignee's sole cost and expense and Assignee shall reimburse Assignor for any reasonable and out-of-pocket costs, expenses and fees incurred by Assignor in providing such assistance.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment and their successors and assigns, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

This Agreement shall be exclusively interpreted and governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

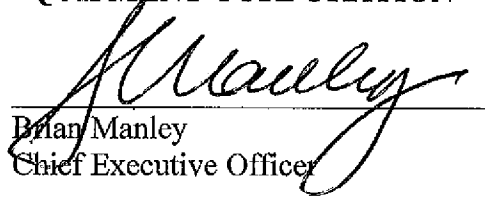
**ASSIGNOR:**

**JADE EQUIPMENT CORPORATION**

By:


Name: Brian Manley

Its: Chief Executive Officer

A handwritten signature in cursive script, appearing to read "Brian Manley", is written over a horizontal line. The signature is positioned to the right of the printed name and title.


**ASSIGNEE:**

**ARCH GLOBAL PRECISION –  
HUNTINGDON VALLEY, LLC**

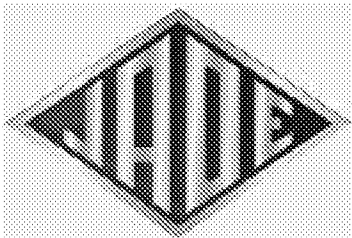
By:   
Name: Barry Gallup, Jr.  
Its: Assistant Secretary

**EXHIBIT A**

1. Common law rights to and unregistered copyrights in that certain top level domain name jadecorp.com, and all subpages, and the domain name registration for jadecorp.com.
2. Common law rights to and unregistered copyrights in internal presentations and analyses of JEC Seller.
3. Common law rights of trade names: Jade Equipment Corporation.
4. Registrations for the following trademarks:

<b>Trademark</b>	<b>App. No./Reg. No.</b>	<b>Status</b>	<b>Owner</b>
<u>JADE</u>	RN: 1947837 SN: 74370523	Renewed January 16, 2016  Registered: January 16, 1996	Jade Equipment Corporation (Delaware Corp.)
<u>JADE and Design</u> 	RN: 1949895 SN: 74370522	Renewed January 23, 2016  Registered: January 23, 1996	Jade Equipment Corporation (Delaware Corp.)

5. Common law rights to the following logos:



[Signature Page to Intellectual Property Rights Assignment Agreement]