

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automatic Timing and Controls, Inc.		12/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NOSHOK, INC.		
Street Address:	1010 West Bagley Road		
City:	Berea		
State/Country:	OHIO		
Postal Code:	44017		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0915665	KING-GAGE	
CORRESPONDENCE DATA			
Fax Number:	5136985079		
<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:	5136985078		
Email:	mmarrero@ulmer.com		
Correspondent Name:	Michael A. Marrero		
Address Line 1:	600 Vine Street		
Address Line 2:	Suite 2800		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Michael A. Marrero		
SIGNATURE:	/Michael A. Marrero/		
DATE SIGNED:	12/19/2019		
Total Attachments: 12			
source=Trademark Assignment for NOSHOK#page1.tif			
source=Trademark Assignment for NOSHOK#page2.tif			
source=Trademark Assignment for NOSHOK#page3.tif			
source=Trademark Assignment for NOSHOK#page4.tif			

OP \$40.00 0915665

source=Trademark Assignment for NOSHOK#page5.tif
source=Trademark Assignment for NOSHOK#page6.tif
source=Trademark Assignment for NOSHOK#page7.tif
source=Trademark Assignment for NOSHOK#page8.tif
source=Trademark Assignment for NOSHOK#page9.tif
source=Trademark Assignment for NOSHOK#page10.tif
source=Trademark Assignment for NOSHOK#page11.tif
source=Trademark Assignment for NOSHOK#page12.tif

Trademark Assignment

This trademark assignment is between AUTOMATIC TIMING AND CONTROLS, INC, a(n) Delaware Corporation (the "Assignor") and NOSHOK, INC., a(n) Ohio Corporation (the "Assignee").

The Assignor is the owner of certain intellectual property rights, including the trademarks listed on Exhibit A, and all goodwill of any business connected to or symbolized by those (collectively, the "Trademarks").

The Assignor wishes to sell to the Assignee all of its interest in the Trademarks.

The parties therefore agree as follows:

1. ASSIGNMENT OF TRADEMARKS.

The Assignor hereby sells its entire and exclusive interest in:

- (a) the Trademarks;
- (b) the registrations of and applications for registrations of each Trademark;
- (c) the goodwill of any business connected with or symbolized by each Trademark;
- (d) income, royalties, and damages payable to the Assignor and related to the Trademarks, including payments for past or future infringements or misappropriations of the Trademarks; and
- (e) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks.

2. PAYMENT.

As consideration for the assignment of the Trademarks and the Assignor's representations, the Assignee shall pay the Assignor \$1.00, to be paid within 7 days of the effective date of this assignment.

3. RECORDATION.

In order to record this assignment with the United States Patent and Trademark Office, within 168 hours

of the effective date of this assignment, the parties shall sign the form of trademark assignment agreement attached as **Exhibit B**. The Assignee is solely responsible for filing the assignment and paying any associated fees of the transfer.

4. NO EARLY ASSIGNMENT.

The Assignee may not assign or otherwise encumber its interest in the Trademarks or any associated trademark registrations until it has made the payment in subsection (a) to the Assignor. Any assignment or encumbrance contrary to this provision shall be void.

5. ASSIGNOR'S REPRESENTATIONS.

The Assignor hereby represents to the Assignee that it:

- (a) is the sole owner of all interest in the Trademarks;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered the Trademarks, or agreed to do any of these;
- (c) has full power and authority to enter into this assignment and make the assignment in section 1;
- (d) is not aware of any violation, infringement, or misappropriation, or claim of any of these, of any third party's rights by the Trademarks;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this assignment;
- (f) was not acting within the scope of employment of a third party when conceiving, creating, or otherwise performing any activity related to, the Trademarks.

The Assignor shall immediately notify the Assignee if any facts or circumstances arise that would make any of these representations inaccurate.

6. ADDITIONAL DOCUMENTS.

On request, the Assignor shall:

- (a) provide the Assignee with a complete copy of all documentation (in any format) relating to the Trademarks for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights as granted under this assignment; and
- (b) execute and deliver to the Assignee any additional papers, including any separate assignments of the Trademarks, and perform all lawful acts necessary to record the assignment in the United States and throughout the world.

7. INDEMNIFICATION.

- (a) If a Trademark infringes on a third party's United States trademark or trade secret, the Assignor shall indemnify the Assignee against that claim, if all of the following are true:
 - (1) the Assignee promptly notifies the Assignor of that claim;
 - (2) the Assignor controls the defense and settlement of that claim;
 - (3) the Assignee cooperates fully with the Assignor in connection with the Assignor's defense and settlement of that claim; and
 - (4) if requested by the Assignor, the Assignee stops all sales, distribution, and public use of the infringing Trademarks.
- (b) If the Assignee is enjoined from further use of an infringing Trademark or if the Assignee stops using any Trademark pursuant to the Assignor's request (as described in (a)(4) above), the Assignor shall, at its own expense and option:
 - (1) obtain the right for the Assignee to continue to use the infringing Trademark;
 - (2) modify the infringing Trademark to eliminate the infringement (if possible);
 - (3) provide a substitute noninfringing Trademark to the Assignee under this assignment (if possible); or

(4) refund the amounts paid to the Assignee under this assignment for the infringing Trademark, on terms and conditions agreeable to the parties.

(c) The Assignor will have no other obligations or liability if infringement occurs, and will have no other obligation to indemnify the Assignee in case of infringement. The Assignor will not be liable for any expenses incurred without its prior written authorization and will have no obligation to indemnify the Assignee if the infringement is based on: (1) any modified form of the Trademarks not made by the Assignor or (2) the laws of any country other than the United States of America or its states.

8. GOVERNING LAW.

(a) **Choice of Law.** The laws of the state of Ohio govern this agreement (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Cuyahoga County, Ohio.

9. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) **Counterparts.** The parties may execute this assignment in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) **Electronic Signatures.** This assignment, agreements ancillary to this assignment, and related documents entered into in connection with this assignment are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

10. SEVERABILITY.

If any one or more of the provisions contained in this assignment is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this assignment, but this assignment will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would

result in such a material change so as to cause completion of the transactions contemplated by this assignment to be unreasonable.

11. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this assignment shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this assignment: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the Assignor:

David A Crane, Chief Financial Officer
8019 Ohio River Boulevard
Newell, West Virginia 26050
dcrane@marshbellofram.com

If to the Assignee:

Jeff Scott, President
1010 West Bagley Road
Berea, Ohio 44017
jscott@noshok.com

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

12. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this assignment will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

13. HEADINGS.

The descriptive headings of the sections and subsections of this assignment are for convenience only, and do not affect this assignment's construction or interpretation.

14. EFFECTIVENESS.

This assignment will become effective when all parties have signed it. The date this assignment is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this assignment.

15. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this assignment contemplates or to evidence or carry out the intent and purposes of this assignment.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

Automatic Timing and Controls, Inc

Date: 12/06/2019

By: David A Crane

Name: David A Crane
Title: Chief Financial Officer

Noshok, Inc.

Date: 12/06/2019

By: Jeff Scott

Name: Jeff Scott
Title: President



ROBERT K MANJURA
Notary Public - State of Ohio
My Commission Expires March 30, 2024

Robert K Manjura
12-06-2019

TRADEMARK

REEL: 006821 FRAME: 0757

EXHIBIT A

LIST OF TRADEMARKS

TRADEMARK / SERVICE M	REGISTRATION / APPLICATION NU	DATE OF FILING / REGISTRA
KING-GAGE	0915665	06/29/1971

EXHIBIT B

FORM OF RECORDABLE TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Automatic Timing and Controls, Inc, a(n) West Virginia Corporation (the "Assignor") hereby assigns to Noshok, Inc., a(n) Ohio Corporation (the "Assignee") all of the Assignor's interest in the trademarks, including the appurtenant goodwill associated with those trademark registrations and applications identified in **Attachment A**, and the Assignee accepts this assignment.

Each party is signing this agreement on the date stated opposite that party's signature.

Automatic Timing and Controls, Inc

Date: 12/06/2019

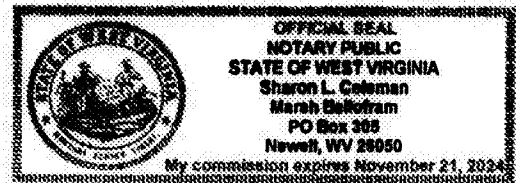
By: David A Crane

Name: David A Crane

Title: Chief Financial Officer

NOTARIZATION:

Sharon L. Coleman



Noshok, Inc.

Date: 12/06/2019

By: Jeff Scott

Name: Jeff Scott

Title: President

NOTARIZATION:

ATTACHMENT A [TO EXHIBIT B]

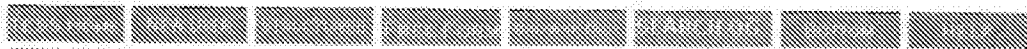
INTELLECTUAL PROPERTY

TRADEMARK / SERVICE MARK	REGISTRATION / APPLICATION NUMBER	DATE OF FILING / REGISTRATION
KING-GAGE	0915665	06/29/1971



Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Fri Dec 6 04:59:21 EST 2019



Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

(Use the "Back" button of the Internet Browser to return to TESS)

Typed Drawing

Word Mark KING-GAGE
Goods and Services IC 001 009 010. US 026. G & S: COLUMN GAGES, [BOURDON TUBE GAGES,] GAGE PANELS, SYSTEMS INCORPORATING SUCH GAGES AND PANELS FOR MEASURING THE PRESSURES, DEPTHS AND VOLUMES OF FLUIDS IN TANKS AND THE LIKE, AND COMPONENT, SERVICE AND REPLACEMENT PARTS FOR SUCH SYSTEMS. FIRST USE: 19400000. FIRST USE IN COMMERCE: 19400000

Mark Drawing Code (1) TYPED DRAWING

Serial Number 72321505
Filing Date March 12, 1969
Current Basis 1A
Original Filing Basis 1A
Registration Number 0915665
Registration Date June 29, 1971

Owner (REGISTRANT) KING ENGINEERING CORPORATION CORPORATION MICHIGAN 3201 S. STATE STREET ANN ARBOR MICHIGAN 48100

(LAST LISTED OWNER) AUTOMATIC TIMING AND CONTROLS, INC. CORPORATION DELAWARE 150 EAST CAMPUS VIEW BLVD. COLUMBUS OHIO 43054

Assignment Recorded ASSIGNMENT RECORDED

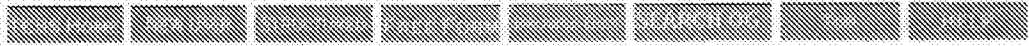
Attorney of Record Sandra M. Koenig

Type of Mark TRADEMARK
Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20111229.

Renewal 3RD RENEWAL 20111229

Live/Dead Indicator LIVE



[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)