

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591522

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARCH GLOBAL PRECISION LLC	FORMERLY AGP HOLDINGS LLC	01/02/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARCH CUTTING TOOLS CORP.		
<b>Street Address:</b>	2600 S. Telegraph Rd.		
<b>City:</b>	Bloomfield Hills		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48302		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	72370132	KEO	
<b>Serial Number:</b>	88379069	ULTRA-DEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	trademark@jaffelaw.com		
<b>Correspondent Name:</b>	Daniel H. Cooke		
<b>Address Line 1:</b>	27777 Franklin Rd.		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Southfield, MICHIGAN 48034		
<b>NAME OF SUBMITTER:</b>	Daniel H. Cooke		
<b>SIGNATURE:</b>	/DHC/		
<b>DATE SIGNED:</b>	08/12/2020		
<b>Total Attachments: 4</b>			
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## CONFIRMATORY TRADEMARK ASSIGNMENT

**THIS CONFIRMATORY TRADEMARK ASSIGNMENT** (the "Assignment"), executed as of the last date below written, but effective as of January 2, 2019, is made by and between **ARCH GLOBAL PRECISION LLC**, a Delaware limited liability company formerly known as **AGP HOLDINGS LLC**, a Delaware limited liability company ("Assignor"), and **ARCH CUTTING TOOLS CORP.**, a Delaware corporation located at ARCH, 2600 S. Telegraph Rd, Bloomfield Hills, MI 48302 ("Assignee").

### RECITALS:

A. Assignor and Assignee are parties to that certain Trademark Assignment dated January 1, 2019 (the "First Assignment") that sought to transfer the Trademark applications and registrations listed on Exhibit A (the "Trademarks").

B. Through this Assignment, the parties desire to resolve any deficiencies or ambiguities resulting from the First Assignment and to reaffirm Assignor's assignment of all of right, title, and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks, to Assignee.

### AGREEMENTS:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title, and interest in and to the Trademarks, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment, sale, conveyance, and transfer had not been made.

3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's request, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its heirs, successors, assigns or other legal representatives.

4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademarks Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks. Assignor agrees to cooperate to sign

and deliver to Assignee any further assignment documents reasonably requested by Assignee to effectuate the assignment of the Trademarks to Assignee.

5. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements and understandings.

6. This Assignment shall be governed and controlled in all respects by the laws of the State of Delaware, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

8. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

*[Signatures on the following page]*

**IN WITNESS WHEREOF**, Assignor has caused this Confirmatory Trademark Assignment to be executed as of the date set forth below.

**ASSIGNOR:**

**ARCH GLOBAL PRECISION LLC,**  
a Delaware limited liability company

By: Stacey Eeman

Title: Marketing & Business Development Mgr

Dated: 07/13/20

**ASSIGNMENT ACCEPTED:**

**ASSIGNEE:**

**ARCH CUTTING TOOLS CORP.**  
a Delaware corporation

By: Stacey Eeman

Title: Marketing & Business Development Mgr

Dated: 08/12/20

**EXHIBIT A**  
**TRADEMARKS**

**UNITED STATES:**

	MARK	SERIAL NUMBER and APP. DATE	REG. NUMBER and REG. DATE	INTERNATIONAL CLASS
1.	KEO	72370132 09/08/1970	0,923,487 11/09/1971	007
2.	ULTRA-DEX	88379069 04/10/2019		007