

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norfab Corporation		11/06/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Norfab, LLC		
Street Address:	85 Mennonite Church Rd		
City:	Spring City		
State/Country:	PENNSYLVANIA		
Postal Code:	19475		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4896223	CHOICE	
Registration Number:	4750701	TCRI	
Registration Number:	4635073	CUTPRO	
Registration Number:	4220544	ARCWELD	
Registration Number:	3581618	OMNI-ELITE	
Registration Number:	1155637	NOR*FAB	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com, IPLaw@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	043815.007		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	11/09/2020		

OP \$165.00 4896223

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (“IP Assignment”) is made as of November 6, 2020 (“Effective Date”) by and between Norfab Corporation, a Pennsylvania corporation (“Seller”), and Norfab, LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof (“Asset Purchase Agreement”; all capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Asset Purchase Agreement), by and among Seller, Buyer, and others party thereto, (a) at the Closing, Seller shall sell, assign, transfer and convey to Buyer, free and clear of all Liens (except for Permitted Liens), all of the right, title and interest of such Seller in, to and under (subject to Section 9.7 of the Asset Purchase Agreement) all of Seller’s rights in the Business Intellectual Property, including the Owned Intellectual Property that is Registered Intellectual Property set forth on Schedule 5.12(a) of the Disclosure Schedules to the Asset Purchase Agreement and all goodwill associated with the Owned Intellectual Property, including the foregoing set forth on the attached Schedule A (collectively, the “Seller Intellectual Property Assets”), and (b) Seller is required to execute and deliver to Buyer this IP Assignment.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, and agreements contained in this IP Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Seller hereby irrevocably sells, assigns, transfers and conveys to Buyer, and Buyer hereby purchases from Seller, free and clear of all Liens (except for Permitted Liens), all of the right, title and interest of such Seller in, to and under, the Seller Intellectual Property Assets, including the Intellectual Property set forth on the attached Schedule A and all goodwill of Seller connected with the use of and symbolized by any of the foregoing, and all rights and interests pertaining to or deriving from (a) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable to Seller with respect to any and all of the foregoing, and (b) any and all claims and causes of action of Seller with respect to any of the foregoing, 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 to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Seller hereby unconditionally waives (to the extent waivable) all non-assignable moral, publicity or other rights of Seller relating to the Owned Intellectual Property included in the Seller Intellectual Property Assets and any related claims therein, including without limitation rights under the Visual Artists Rights Act of 1990 and any and all rights of identification of authorship, paternity, integrity, disclosure, withdrawal, reversion, termination, restriction or limitation on use or subsequent modifications, and approval or consent with respect to any modification, alteration, disassembly, removal, distortion, or mutilation of the Owned Intellectual Property included in the Seller Intellectual Property Assets.

2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patent and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Seller shall execute any and all documents, papers, forms and authorizations and take all other further actions as reasonably requested by Buyer and its successors, assigns and legal representatives to transfer ownership and control of the Seller Intellectual Property Assets to Buyer, its successors or assigns, including, but not limited to, assignments, transfers and related powers of attorney, and to obtain, maintain, perfect, and protect the Seller Intellectual Property Assets and Buyer’s rights therein (the “Further Actions”). Seller grants Buyer a limited power of attorney (coupled with an interest, in that Buyer has an interest in the

Seller Intellectual Property Assets, and that as a result, in addition to any other consequences under law, this power is irrevocable and will survive Seller's dissolution) solely to execute and file any documents on behalf of Seller to effect the Further Actions. All Further Actions undertaken by Seller following the Effective Date shall be at Buyer's sole and exclusive expense.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Seller Intellectual Property Assets. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be signed in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures on each counterpart were upon the same instrument. Signatures may be delivered via electronic mail, facsimile or other form of electronic transmission.

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

6. Governing Law. The terms of Section 11.5 and 11.6 of the Asset Purchase Agreement with respect to governing law, consent to jurisdiction, waiver of jury trial, and otherwise, are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.


7. Entire Agreement. This IP Assignment, together with the Asset Purchase Agreement and other Transaction Documents and other documents referred to herein or therein, including any exhibits and schedules hereto or thereto, represent the entire understanding and agreement by and among the parties hereto with respect to the subject matter hereof. This IP Assignment supersedes all prior written (and all prior and contemporaneous oral) negotiations, agreements and understandings by and among the parties with respect to the subject matter hereof and cannot be amended, supplemented or changed, except by an agreement in writing that makes specific reference to this IP Assignment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SELLER:

NORFAB CORPORATION,
a Pennsylvania corporation

By: 
Name: John W. Weber, Jr.
Title: President

BUYER:

NORFAB, LLC
a Delaware limited liability company

By: _____
Name: Joshua Kowitt
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed as of the Effective Date by their respective officers thereunto duly authorized.

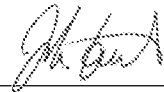
SELLER:

NORFAB CORPORATION,
a Pennsylvania corporation

By: _____
Name:
Title:

BUYER:

NORFAB, LLC
a Delaware limited liability company

By:  _____
Name: Joshua Kowitt
Title: President

Schedule A

Norfab Corporation
(Pennsylvania Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
CHOICE	4896223	02/02/2016
TCRI	4750701	06/09/2015
CUTPRO	4635073	11/11/2014
ARCWELD	4220544	10/09/2012
OMNI-ELITE	3581618	02/24/2009
NOR*FAB (Stylized)	1155637	05/26/1981