

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM661259

<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>
EXACT METROLOGY, INC.		07/02/2021	Corporation: ILLINOIS
DNA METROLOGY LLC		07/02/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IN-PLACE MACHINING COMPANY, LLC		
<b>Street Address:</b>	3811 N. Holton St.		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53212		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5779276	EXACT METROLOGY	
<b>Registration Number:</b>	5779275	EXACT METROLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<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>	3142592000		
<b>Email:</b>	susan.murphy@bclplaw.com		
<b>Correspondent Name:</b>	Bryan Cave Leighton Paisner		
<b>Address Line 1:</b>	211 North Broadway, Suite 3600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	3004622.1		
<b>NAME OF SUBMITTER:</b>	Lucinda A. Althausen		
<b>SIGNATURE:</b>	/Lucinda A. Althausen/		
<b>DATE SIGNED:</b>	07/20/2021		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (the “Assignment”), effective as of July 2, 2021 (“Effective Date”), is made by and among Exact Metrology, Inc., an Illinois corporation, and DNA Metrology LLC, a Delaware limited liability company (each an “Assignor” and together, “Assignors”), and In-Place Machining Company, LLC, a Delaware limited liability company (“Assignee”).

**WHEREAS**, pursuant to a certain Asset Purchase Agreement entered into by and among Assignors, Assignee and certain equityholders of Assignors, dated as of the date hereof (the “Purchase Agreement”), Assignee purchased and acquired certain assets of Assignors, including, all right, title, and interest, and all goodwill associated therewith, in and to all trademarks, service marks, trade names, logos, slogans, designs, trade dress, and other indicia of origin included in the Purchased Assets, including, but not limited to, the marks identified in Exhibit A (the “Marks”), and all applications, registrations, and common law rights therein; and

**WHEREAS**, Assignors and Assignee confirm their agreement whereby each Assignor assigns to Assignee all of such Assignor’s right, title and interest in and to the Marks, including any and all goodwill associated therewith;

**NOW THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee hereto agree as follows:

1. Pursuant to the terms of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor does hereby confirm that it has assigned, transferred, conveyed and contributed, and does hereby further assign, and transfer, to Assignee, its successors and assigns, all of such Assignor’s right, title, and interest, throughout the world, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, payments and proceeds due or payable with respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any said Marks, in each case free and clear of all Encumbrances.

2. Each Assignor hereby agrees, at any time or from time to time, at the reasonable written request of Assignee, to execute, acknowledge and deliver such further instruments of sale, assignment, transfer, conveyance, delivery or assumption and to take such other actions as Assignee may reasonably request in order to more effectively consummate the transactions contemplated by this Assignment.

3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate. All costs associated with any such registrations or recordations shall be paid by Assignee.

4. This Assignment and all disputes relating thereto shall be governed by and construed in accordance with the internal 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 otherwise require the application of the Laws of any jurisdiction other than the State of Delaware.


5. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

[The remainder of this page is intentionally left blank]

**WHEREFORE**, each Assignor and Assignee have caused this Assignment to be duly executed below by their respective duly authorized officers as of the date first written above.

**EXACT METROLOGY, INC.**

By: 

Name: Stephen J. Young

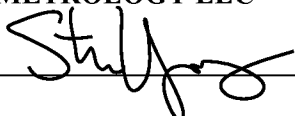
Title: President

By: Dean Solberg

Name: Dean A. Solberg

Title: Secretary

**DNA METROLOGY LLC**

By: 

Name: Stephen J. Young

Title: Manager and Member

By: Dean Solberg

Name: Dean A. Solberg

Title: Manager and Member

**IN-PLACE MACHINING COMPANY, LLC**

By: \_\_\_\_\_

Name: Dean Flint

Title: Chief Executive Officer

**WHEREFORE**, each Assignor and Assignee have caused this Assignment to be duly executed below by their respective duly authorized officers as of the date first written above.

**EXACT METROLOGY, INC.**

By: \_\_\_\_\_

Name: Stephen J. Young

Title: President

By: \_\_\_\_\_

Name: Dean A. Solberg

Title: Secretary

**DNA METROLOGY LLC**

By: \_\_\_\_\_

Name: Stephen J. Young

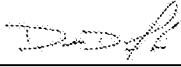
Title: Manager and Member

By: \_\_\_\_\_

Name: Dean A. Solberg

Title: Manager and Member

**IN-PLACE MACHINING COMPANY, LLC**


By:  \_\_\_\_\_

Name: Dean Flint

Title: Chief Executive Officer

**EXHIBIT A**

All trademarks, service marks, trade names, logos, slogans, designs, trade dress, and other indicia of origin included in the Purchased Assets, including, but not limited to:

Mark	U.S. Reg. No.	Services	Owner
 The logo for EXACT METROLOGY features the word "EXACT" in a bold, sans-serif font above the word "METROLOGY" in a similar font. A stylized graphic of a coordinate measuring machine (CMM) probe is positioned above the letter "O" in "EXACT". A curved line sweeps across the bottom of the text.	5,779,276	CLASS 42: Providing industrial measurement and metrology services in the nature of dimensional inspection, contact and non-contact measuring, 2D and 3D x-ray and CT (Computed Tomography) scanning, reverse engineering, computer modeling and related consulting services in the field of aerospace, energy, power, engineering, consumer products, medical, automotive, and industrial manufacturing; rental of measuring apparatus and instruments, namely, laser scanners, CT (Computed Tomography) scanners, and contact and non-contact coordinate measuring machines (CMMs), all for industrial use; providing online nondownloadable software for operating laser scanners, CT (Computed Tomography) scanners, and contact and non-contact coordinate measuring machines (CMMs)	Exact Metrology, Inc.

Mark	U.S. Reg. No.	Services	Owner
EXACT METROLOGY	5,779,275	Providing industrial measurement and metrology services in the nature of dimensional inspection, contact and non-contact measuring, 2D and 3D x-ray and CT (Computed Tomography) scanning, reverse engineering, computer modeling and related consulting services in the field of aerospace, energy, power, engineering, consumer products, medical, automotive, and industrial manufacturing; rental of measuring apparatus and instruments, namely, laser scanners, CT (Computed Tomography) scanners, and contact and non-contact coordinate measuring machines (CMMs), all for industrial use; providing online nondownloadable software for operating laser scanners, CT (Computed Tomography) scanners, and contact and non-contact coordinate measuring machines (CMMs).	Exact Metrology, Inc.