

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cygnus, LLC		05/26/2023	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Helios Technologies Holdings, LLC		
Street Address:	7456 16TH STREET EAST		
City:	SARASOTA		
State/Country:	FLORIDA		
Postal Code:	34243		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90351999	REACH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	katrina.balasko@quarles.com		
Correspondent Name:	Nicole Renouard at Quarles & Brady LLP		
Address Line 1:	411 East Wisconsin Avenue, Suite 2400		
Address Line 4:	Milwaukee, WISCONSIN 53202-4428		
ATTORNEY DOCKET NUMBER:	179847.00001		
NAME OF SUBMITTER:	Nicole J. Renouard		
SIGNATURE:	/nicolejrenouard/		
DATE SIGNED:	06/27/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is entered into as of May 26, 2023, by and between **Helios Technologies Holdings, LLC**, a Florida limited liability company (“Assignee”), and **Cygnus, LLC**, a Wisconsin limited liability company (“Assignor”). Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS:

(a) WHEREAS, Assignor has used and applied for registration or registered and thus owns the trademarks listed in Exhibit 1 hereto (the “Trademarks”) as well as the goodwill in connection therewith;

(b) WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee desires to receive, the Trademarks and the goodwill in connection therewith;

(c) WHEREAS, Assignor and Assignee, among other parties, have entered into a Membership Interest Purchase Agreement (the “Purchase Agreement”), dated as of May 3, 2023, relating to the acquisition by Assignee of certain assets of Assignor, including the Trademarks; and

(d) WHEREAS, this Agreement is being executed pursuant to the Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals set forth above and the execution of the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee all of Assignor’s right, title and interest in and to the Trademarks and together with the goodwill associated with the use and symbolized by the Trademarks, including, without limitation, (i) all common law rights associated with the Trademarks, (ii) all rights of any kind whatsoever of Assignor accruing under or in relation to the Trademarks as provided by the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, and (iii) all rights to sue for past, present, or future infringement, misappropriation, dilution, violation, or misuse thereof, whether any such claims or causes of action accrue before, on and/or after the date hereof, including all income, royalties, damages or payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; and the right to sue for past, present and future infringements of any of the foregoing throughout the world.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.

3. Assignor hereby authorizes and requests any agency having jurisdiction over the ownership of the Trademarks to record Assignee as the owner of the Trademarks.

4. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Trademarks in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby. In the event that Assignor is unable for any reason whatsoever to secure the necessary signatures to any document Assignee is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents power of attorney to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. This power of attorney will be deemed coupled with an interest and will be irrevocable.

5. The Trademarks are being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6. This Agreement shall be governed by and construed under and in accordance with the internal laws of the State of Delaware, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

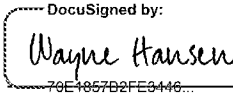
7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Each of the parties to this Agreement agrees that a signature affixed to a counterpart of this Agreement and delivered by facsimile or other electronic transmission by any Person is intended to be its, his or her signature and shall be valid, binding and enforceable against such Person.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

CYGNUS, LLC

DocuSigned by:

By: _____
Name: Wayne M. Hansen
Its: Manager

ASSIGNEE:

HELIOS TECHNOLOGIES HOLDINGS, LLC

By: HELIOS TECHNOLOGIES, INC.,
its Manager

By: _____
Name: Marc Greenberg
Its: General Counsel and Corporate Secretary

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

CYGNUS, LLC

By: _____

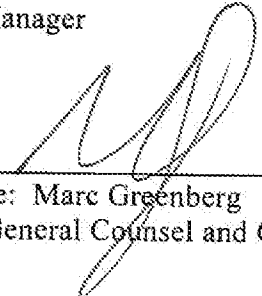
Name: Wayne M. Hansen

Its: Manager

ASSIGNEE:

HELIOS TECHNOLOGIES HOLDINGS, LLC

By: HELIOS TECHNOLOGIES, INC.,
its Manager

By:  _____

Name: Marc Greenberg

Its: General Counsel and Corporate Secretary

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008111 FRAME: 0594

EXHIBIT 1

Jurisdiction	Trademark	App. No.	Reg. No.	Recorded Owner
United States	REACH	90/351,999	NA	Cygnus, LLC

QB\80748779.3

TRADEMARK

REEL: 008111 FRAME: 0595

RECORDED: 06/27/2023