

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oil-Rite Corporation		10/13/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Oil-Rite, LLC		
Street Address:	4325 Clipper Drive		
City:	Manitowoc		
State/Country:	WISCONSIN		
Postal Code:	54220		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2837365	QUICK PACK	
Registration Number:	1796242	OIL-RITE	
Registration Number:	3214904	SUB ZERO	
Registration Number:	3979796	ULTRA-MICRO OUTPUT	
Registration Number:	4132798	HYDRACISION	
Registration Number:	4132799	HYDRACISION	
Registration Number:	5312671	LEVELUX	
Registration Number:	2261588	THREADAPTER	
Registration Number:	1909723	PURGEX	
Registration Number:	1241812	OIL-RITE	
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>			
Phone:	3143457009		
Email:	stl.ustrademarks@stinson.com		
Correspondent Name:	Stinson LLP		
Address Line 1:	7700 Forsyth Boulevard, 11th Floor		
Address Line 4:	Clayton, MISSOURI 63105		

CH \$265.00 2837365

NAME OF SUBMITTER:	Meagan Fitzpatrick
SIGNATURE:	/Meagan Fitzpatrick/
DATE SIGNED:	10/16/2023
Total Attachments: 7 source=Intellectual Property Assignment Agreement - Oil-Rite (Executed)#page1.tif source=Intellectual Property Assignment Agreement - Oil-Rite (Executed)#page2.tif source=Intellectual Property Assignment Agreement - Oil-Rite (Executed)#page3.tif source=Intellectual Property Assignment Agreement - Oil-Rite (Executed)#page4.tif source=Intellectual Property Assignment Agreement - Oil-Rite (Executed)#page5.tif source=Intellectual Property Assignment Agreement - Oil-Rite (Executed)#page6.tif source=Intellectual Property Assignment Agreement - Oil-Rite (Executed)#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), is dated as of October 13, 2023, by and between Oil-Rite Corporation, a Wisconsin corporation (“Seller”), and Oil-Rite, LLC, a Delaware limited liability company (the “Buyer”), pursuant to that certain Contribution and Asset and Purchase Agreement, dated as of the date hereof, by and among Seller, Buyer and the other parties thereto (the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to sell, transfer, assign, convey, and deliver to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, for the consideration recited herein and in the Purchase Agreement and the agreements and covenants contained therein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of this IP Assignment, Buyer and Seller agree as follows:

1. Assignment. Seller hereby irrevocably sells, conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following (the “Assigned IP”):

- (a) the patent rights set forth on Schedule 1 hereto, being United States and non-U.S. patents, provisional patent applications, patent applications, continuations, continuations-in-part, divisions, reissues, reexaminations, substitutions, extension, and foreign equivalents thereof, patent disclosures, industrial designs, inventions (whether or not patentable or reduced to practice) and improvements thereto;
- (b) the trademarks set forth on Schedule 2 hereto (if any), being United States, state and non-U.S. trademarks, service marks, trade names, Internet domain names, designs, logos, slogans and general intangibles of like nature, whether registered or unregistered, and pending registrations and applications to register the foregoing (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
- (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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 but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Successors and Assigns. This IP Assignment is binding upon and inures to the benefit of Buyer and its successors and assigns.

3. Terms. This IP Assignment is subject to the terms and conditions of the Purchase Agreement. In the event of any ambiguity or conflict between the Purchase Agreement and this IP Assignment, the Purchase Agreement will control.

4. Definitions. Capitalized terms used in this IP Assignment, unless otherwise defined herein, have the respective meanings assigned to them in the Purchase Agreement.

5. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents 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. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

6. Governing Law. This IP Assignment shall be construed and interpreted, and the rights of the Seller and Buyer shall be determined, in accordance with the Laws of the State of Delaware, without giving effect to any provision thereof that would require the application of the substantive Laws of any other jurisdiction.

7. Headings. The descriptive headings of the several Sections of this IP Assignment contained herein are for convenience only and shall not affect the construction hereof.

8. Counterparts. This IP Assignment may be executed in any number of counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. This IP Assignment and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile, by electronic mail in "portable document format" (".pdf") form, or any other electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such contract, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this instrument as of the date first above written.

SELLER:

OIL-RITE CORPORATION

By: *Carolyn M. Boldt*
Carolyn M. Boldt, President

BUYER:

OIL-RITE, LLC

By: Oil-Rite Acquisition Corp.,
its Manager

By: _____
Bryan Bailey, President

IN WITNESS WHEREOF, each of the undersigned has executed this instrument as of the date first above written.

SELLER:

OIL-RITE CORPORATION

By: _____
Carolyn M. Boldt, President

BUYER:

OIL-RITE, LLC

By: Oil-Rite Acquisition Corp.,
its Manager

By: _____
Bryan Bailey, President

**SCHEDULE 1
ASSIGNED PATENTS**

Title	Country	Application No.	Patent No.	Status
Hydraulic Metering Device	US	10/664,094	7,118,352	Issued
Hydraulic Metering Device	US	11/504,149	7,600,984	Issued
Insert Molded Evacuation Valve	US	12/283,703	8,157,243	Issued
Adjustable Fluid Level Verification Apparatus	US	14/064,822	9,557,206	Issued
Plastic Reservoir End Plates	US	14/064,782	10,107,451	Issued
Evacuation Valve	US	15/447,884	10,473,223	Issued
Fluid Level Gauge or Reservoir with Built-In Light Source	US	15/851,243	10,732,019	Issued
Fluid Level Gauge or Reservoir with Built-In Light Source	US	16/984,589	11,378,437	Issued

**SCHEDULE 2
ASSIGNED TRADEMARK REGISTRATIONS**

Trademark Registrations

Trademark	Country	Application No.	Registration No.	Status
QUICK PACK	US	78/176,559	2,837,365	Live and active
OIL RITE DESIGN	US	74/292,718	1,796,242	Live and active
SUB ZERO	US	78/688,837	3,214,904	Live and active
ULTRA-MICRO OUTPUT	US	85164743	3,979,796	Live and active
HYDRACISION	US	85221070	4,132,798	Live and active
HYDRACISION with design	US	85221105	4,132,799	Live and active
LEVELUX	US	87081933	5,312,671	Live and active

Trademark	Country	Application No.	Registration No.	Status
LEVELUX with design	US	87078692	5,312,654	Live and active
THREADAPTER	US	75376136	2,261,588	Live and active
THREADAPTER	Canada	0870350	TMA513882	Live and active
PURGEX	US	74438387	1909723	Live and active
PURGEX	Canada	1184043	TMA626446	Live and active
OIL-RITE	US	73321676	1,241,812	Live and active
OIL-RITE	Canada	1183098	TMA620543	Live and active