

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Donaldson Filtration (GB) Limited		10/03/2023	Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Donaldson Company, Inc.		
Street Address:	1400 West 94th Street		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55431		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5261481	BOFA	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	6123325300		
Email:	cking@merchantgould.com		
Correspondent Name:	Danielle I. Mattessich		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	00758.3022US01		
NAME OF SUBMITTER:	Danielle I. Mattessich		
SIGNATURE:	/daniellemattessich/		
DATE SIGNED:	10/23/2023		
Total Attachments: 3			
source=2023-10-03 Assignment DGB to DCI_TM and Domain_signed#page1.tif			
source=2023-10-03 Assignment DGB to DCI_TM and Domain_signed#page2.tif			
source=2023-10-03 Assignment DGB to DCI_TM and Domain_signed#page3.tif			

OP \$40.00 5261481

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS AGREEMENT, (hereinafter, the "Trademark and Domain Name Assignment Agreement") is dated the 30 day of October, 2023 (the "Assignment Effective Date"), and is by and between (a) Donaldson Filtration (GB) Limited, a company registered in England and Wales, having registration number 03914641 and whose registered office is at Citadel House, 58 High Street, Hull, England HU1 1QE ("Assignor"), and (b) Donaldson Company, Inc., a Delaware corporation, having an address at 1400 West 94th Street, Bloomington, Minnesota 55431 ("Assignee")(each, a "Party," and collectively, the "Parties").

WHEREAS, Assignor owns all right title and interest to the trademark BOFA and Domain Names, including the following:

European Union Registration No. 013246897 for the BOFA Marks for goods in Classes 11, 37, and 42; and

US Registration No. 5261481 for the BOFA Marks for goods in Classes 7, 37, and 42 (collectively, the "BOFA Marks");

The domain names:

bofainternational.com
3dprintingfumeextraction.com
bofainternational.co.uk
solder-fume-extraction.co.uk
solderfumeextraction.co.uk
laserfumeextraction.co.uk
printextraction.co.uk
bofainternational.uk
3dprintingfumeextraction.co.uk
bofaamericas.com
bofa.co.uk

(the "Domain Names")

and desires to irrevocably sell, assign, transfer and convey all of such rights world-wide to Assignee;

NOW, THEREFORE, for and in consideration of the foregoing recitals which are included as part of this Trademark and Domain Name Assignment Agreement and of the mutual covenants, promises and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant, promise and agree as follows:

I. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants that it owns all right, title and interest in and to the BOFA Marks and Domain Names free and clear from any ownership claims from third party, that it has not sold, licensed or transferred any rights or interest in the BOFA Marks and Domain Names to a third party, and that it is not under any obligation to perform any of the foregoing; that it has the authority to enter into this Trademark and Domain Name Assignment Agreement; and that there are no permissions that are required to be obtained in order for the assignment contemplated in this Trademark and Domain Name Assignment Agreement to be complete and fully vest in Assignee.

2. TRADEMARK AND DOMAIN NAME ASSIGNMENT

Effective as of the Assignment Effective Date, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in the BOFA Marks and Domain Names, together with the goodwill of the business symbolized thereby and the right to sue, oppose others, file cancellation actions, and collect for past damages for trademark infringement and trademark related unfair competition (collectively, "Assigned Mark Rights"). The Assigned Mark Rights shall also include any and all common law rights and any trademark applications or registrations filed anywhere in the world by Assignor for the BOFA Marks or any mark or name containing the term BOFA.

3. TRANSFER OF DOMAIN NAMES

Within five (5) business days of the Effective Date, Assignor shall unlock the Domain Names and Assignor shall transfer to Assignee the Domain Names to Assignee's registrar of choice. The parties shall work together and with the registrars to complete the transfer from Assignor to Assignee. Thereafter, Assignee shall hold all right, title, and interest in the Domain Names. Assignee shall be required to make no payment to Assignor for the transfer of the Domain Names.

4. FURTHER ASSURANCES

Each Party shall cooperate with the other Party in completing and recording the assignment of the BOFA Marks and Domain Names.

5. AUTHORITY TO BIND PARTIES

The persons signing below represent and warrant that they have the authority to execute this document on behalf of the respective principals, entities corporations, partnerships, or for themselves individually. Further, each Party has full legal power and authority to enter into and perform this Trademark and Domain Name Assignment Agreement in accordance with its terms.

6. COUNTERPARTS

The Trademark and Domain Name Assignment Agreement may be executed in multiple counterparts, and by PDF or electronic signature copies, each of which shall be deemed an original and all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark and Domain Name Assignment Agreement to be executed as of the Assignment Effective Date.

DONALDSON FILTRATION (GB) LIMITED

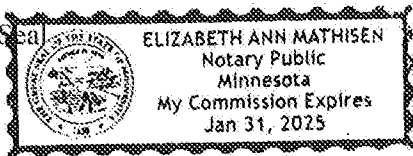
Date: 03. October 2023

[Signature]
Name: Jon Wood
Title: Senior Director

State of Minnesota)
)
County of Hennepin)

Subscribed to and sworn to before me this 3rd day of October, 2023.

[Signature]
Notary Public/My Commission Expires 1-31-2025

Notary Seal 

DONALDSON COMPANY, INC.

Date: 03 October 2023

By: [Signature]
Name: Amy C. Becker
Title: CLO & Corporate Secretary

State of Minnesota)
)
County of Hennepin)

Subscribed to and sworn to before me this 3rd day of October, 2023.

[Signature]
Notary Public/My Commission Expires 1-31-2025

Notary Seal 