

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM862103

<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>
FW Murphy Production Controls, LLC		12/04/2023	Limited Liability Company: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	InPro/Seal LLC		
<b>Street Address:</b>	4221 81st Ave West		
<b>City:</b>	Rock Island		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	61201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5860057	CENTURION	
<b>Registration Number:</b>	4656981	EICS	
<b>Registration Number:</b>	6610660	EICS	
<b>Registration Number:</b>	5751740	FW MURPHY PRODUCTION CONTROLS	
<b>Registration Number:</b>	4629497	INTELLISPARK	
<b>Registration Number:</b>	6521473	M	
<b>Registration Number:</b>	6577189	M FW MURPHY	
<b>Registration Number:</b>	5829708	FW MURPHY PRODUCTION CONTROLS M	
<b>Registration Number:</b>	3049261	MURPHY POWER IGNITION	
<b>Registration Number:</b>	6002987	M-LINK	
<b>Registration Number:</b>	5764888	M-VIEW	
<b>Registration Number:</b>	3331902	WELLPRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6175425070		
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Cynthia Johnson Walden		

CH \$315.00 5860057

**Address Line 1:** P.O. Box 1022  
**Address Line 4:** Minneapolis, MINNESOTA 55440-1022

**NAME OF SUBMITTER:** Elaine Cote

**SIGNATURE:** /Elaine Cote/

**DATE SIGNED:** 12/18/2023

**Total Attachments: 7**

source=FW Murphy Production Controls, LLC Assignment to InproSeal LLC#page1.tif  
source=FW Murphy Production Controls, LLC Assignment to InproSeal LLC#page2.tif  
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**ASSIGNMENT OF TRADEMARKS**

**THIS ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of December 4, 2023, is by and between FW Murphy Production Controls, LLC, an Oklahoma limited liability company (the "Assignor"), and InPro/Seal LLC, a Delaware limited liability company (the "Assignee"), and is entered into pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of September 29, 2023 (the "Purchase Agreement"), by and among the Assignor, certain affiliates of the Assignor and the Assignee. Capitalized terms not otherwise defined in this Assignment will have the meanings given to such terms in the Purchase Agreement.

**WHEREAS**, the Assignor is the sole and exclusive owner of, or has registered or filed applications for, each of the trademarks shown on Exhibit A to this Assignment (collectively, the "Trademarks"); and

**WHEREAS**, by this Assignment, and as contemplated by Section 2.6(b)(viii) and Section 2.6(c)(vi) of the Purchase Agreement, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to receive and assume from the Assignor, each of the Trademarks and all of the Assignor's worldwide right, title and interest in, to and under the Trademarks, pursuant to the terms of the Purchase Agreement;

For the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the undersigned Assignor, by these presents, does hereby transfer and assign unto the Assignee and its successors and assigns, to have and to hold forever, the Trademarks and all of the Assignor's right, title and interest in, to and under the Trademarks, together with (i) the goodwill of the business related to, connected with and symbolized by each such Trademark or to which the Trademarks pertain, (ii) the entire right, title, and interest in, to and under any and all applications for and registrations of the Trademarks heretofore granted or applied for, as well as any and all common law rights of priority and protection of the Trademarks under applicable Laws in the United States and in any state thereof and in any country throughout the world, (iii) all income, royalties and payments now or hereafter receivable in respect of the Trademarks, (iv) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind with respect to the Trademarks (including rights to sue at law or in equity for and all remedies, damages and payments for past, present or future infringement or misappropriation or dilution or other impairment of the Trademarks) and (v) all rights to license, sublicense, reissue, abandon and otherwise dedicate to the public any or all of the Trademarks (collectively, the "Trademark Rights"), free and clear of all Encumbrances (other than Permitted Encumbrances).

Further Assurances. From time to time after the Effective Time, and without further consideration, the Assignor covenants and agrees that it will prepare, provide, execute and/or deliver to the Assignee such documents and instruments, and take such other actions, as the Assignee or its counsel may reasonably request in order to evidence or effect the transfer and assignment of the Trademarks and the Trademark Rights by the Assignor to the Assignee, to record or memorialize such transfer and assignment in the United States or any state thereof or any country throughout the world, as applicable, to vest the Trademarks, Trademark Rights and all of the Assignor's right, title and interest in, to and under the Trademarks and the Trademark Rights in the Assignee or to maintain, preserve or enforce the rights of the Assignee in the Trademarks and the Trademark Rights. If the Assignee is unable for any reason whatsoever to secure the Assignor's signature to any document or instrument as stated above, the Assignor hereby irrevocably designates and appoints the Assignee, and its duly authorized officers and agents, as the Assignor's agent and attorney-in-fact to act for and on the Assignor's behalf and stead, to execute and file any such document or instrument and to take all such other actions necessary or appropriate to vest ownership of the Trademarks and the Trademarks Rights in the Assignee or effect the other purposes stated above with the same legal force and effect as if executed by the Assignor. Without limiting the generality of the foregoing, the Assignor does hereby expressly agree that the Assignee may singly, and without assistance or consent

from the Assignor, undertake procedures to record the transfer of the Trademarks to the Assignee with the United States Patent and Trademark Office or other applicable agency or governmental entity and to terminate any powers of attorney previously granted by the Assignor with respect to the Trademarks.

Recordation. The Assignor hereby requests the U.S. Commissioners of Patents and Trademarks and/or the applicable state or foreign authorities to record this Assignment as to the assigned Trademarks herein referred to.

Severability. It is understood that any finding of invalidity of any assignment of any Trademark or Trademark Rights effected by this Assignment shall not affect the assignment of any other assigned Trademark or Trademark Rights.

Binding Effect. This Assignment will be binding upon and will inure to the benefit of the parties to this Assignment and their respective successors and assigns. Except for the parties to this Assignment and their respective successors and assigns, no person or entity is or will be entitled to bring any action to enforce any provision of this Assignment against either of the parties.

Conflicts. This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment may not be deemed to supersede, defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement, and in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF OR ANY OTHER PRINCIPLE THAT COULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Drafting. Neither this Assignment nor any provision contained in this Assignment shall be interpreted in favor of or against any party to this Assignment because such party or its legal counsel drafted this Assignment or such provision.

Counterparts. This Assignment may be executed in multiple counterparts (including by exchange of signature pages transmitted by facsimile or other electronic means), each of which will be deemed an original and all of which taken together will constitute but a single instrument.

**[Remainder of this page intentionally left blank]**

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of Trademarks as of the date first set forth above.

**ASSIGNOR:**

**FW MURPHY PRODUCTION CONTROLS, LLC**, an  
Oklahoma limited liability company

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

Name:  Kenyon Guglielmo

Title: President

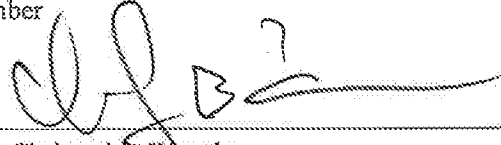
ASSIGNEE:

INPRO/SEAL LLC, a Delaware limited liability company

By: Waukesha Bearings Corporation

Its: Member

By:



Name: Christopher Woenker



Title: President

*Signature Page to Assignment of Trademarks*

**TRADEMARK**  
**REEL: 008292 FRAME: 0403**

Exhibit A

Trademark Registrations and Applications

<i>Trademark</i>	<i>Filing Date</i> <i>Appl'n No.</i>	<i>Reg'n Date</i> <i>Reg'n No.</i>
<b>CENTURION</b>	<i>Jun. 30, 2018</i> 88/021,951	<i>Sep. 17, 2019</i> US 5,860,057
<b>EICS (Stylized)</b> 	<i>Apr. 22, 2013</i> 85/910,680	<i>Dec. 16, 2014</i> US 4,656,981
(INTERNATIONAL BY MADRID PROTOCOL: <i>Australia, Colombia, India, Mexico, United Kingdom</i> )	<i>Oct. 22, 2013</i> A0038825	<i>Oct. 22, 2013</i> 1184475
(Canada)	<i>Oct. 22, 2013</i> 1,648,802	<i>10/04/2016</i> TMA951350
(Peru)	<i>10/25/2013</i> 0551791-2013	<i>10/25/2013</i> 210174
<b>EICS</b>	<i>06/23/2020</i> 90/016,313	<i>01/11/2022</i> US 6,610,660
<b>FW MURPHY PRODUCTION CONTROLS</b>	<i>Dec. 2, 2016</i> 87/255,185	<i>May 14, 2019</i> US 5,751,740
<b>INTELLISPARK</b>	<i>Sep. 28, 2012</i> 85/982,827	<i>Oct. 28, 2014</i> US 4,629,497
<b>M &amp; Design</b> 	<i>Dec. 12, 2019</i> 88/725,276	<i>Oct. 12, 2021</i> US 6,521,473
(INTERNATIONAL BY MADRID PROTOCOL: <i>reg. in CA and MX</i> )	<i>June 10, 2020</i> A0097359	<i>June 10, 2020</i> 1,543,513

<i>Trademark</i>	<i>Filing Date</i> <i>Appl'n No.</i>	<i>Reg'n Date</i> <i>Reg'n No.</i>
(Canada)	June 10, 2020 2042835	August 31, 2022 TMA1140564
<b>M FW MURPHY &amp; Design</b> 	Dec. 16, 2019 88/728,862	Nov. 30, 2021 US 6,577,189
(INTERNATIONAL BY MADRID PROTOCOL: reg. in CA and MX)	June 11, 2020 A0097381	06/11/2020 1541906
(Canada)	June 11, 2020 2041482	August 31, 2022 TMA1140561
<b>M FW MURPHY PRODUCTION CONTROLS &amp; Design</b> 	Apr 4, 2018 87/863,621	Aug 6, 2019 US 5,829,708
(Mexico)	Feb. 21, 2019 2170092	07/13/2020 2095139
	Feb. 21, 2019 2170093	Feb. 10, 2020 2081466
<b>MURPHY POWER IGNITION (logo)</b> 	July 9, 2004 78/448,200	Jan. 24, 2006 US 3,049,261
<b>M-LINK</b>	Aug. 30, 2017 87/590,217	Mar. 3, 2020 US 6,002,987
<b>M-VIEW (Stylized)</b> 	March 8, 2018 87/826,223	May 28, 2019 US 5,764,888



<i>Trademark</i>	<i>Filing Date</i> <i>Appl'n No.</i>	<i>Reg'n Date</i> <i>Reg'n No.</i>
<b>WELLPRO</b>	<i>Jan. 17, 2006</i> <i>78/792,752</i>	<i>Nov. 6, 2007</i> <i>US 3,331,902</i>

*Exhibit A to Assignment of Trademarks*