

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM863228

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Hardinge Inc. | | 12/21/2023 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Bridgeport Machine Company, LLC | | |
| Street Address: | 11123 89th Avenue North | | |
| City: | Maple Grove | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55369 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3452309 | H BRIDGEPORT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129203301 | | |
| <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: | 3129203351 | | |
| Email: | TMDocket@lathrogpm.com,Julie.Matthews@lathrogpm.com,Cynthia.Maust@lathrogpm.com | | |
| Correspondent Name: | Julie Nichols Matthews, LATHROP GPM LLP | | |
| Address Line 1: | 155 North Wacker Drive, Suite 3000 | | |
| Address Line 4: | Chicago, ILLINOIS 60606-1787 | | |
| ATTORNEY DOCKET NUMBER: | 747467 | | |
| NAME OF SUBMITTER: | Julie Nichols Matthews | | |
| SIGNATURE: | /Julie Nichols Matthews/ | | |
| DATE SIGNED: | 12/22/2023 | | |
| Total Attachments: 8 | | | |
| source=Bridgeport - Intellectual Property Assignment#page1.tif | | | |
| source=Bridgeport - Intellectual Property Assignment#page2.tif | | | |
| source=Bridgeport - Intellectual Property Assignment#page3.tif | | | |
| source=Bridgeport - Intellectual Property Assignment#page4.tif | | | |
| source=Bridgeport - Intellectual Property Assignment#page5.tif | | | |

OP \$40.00 3452309

source=Bridgeport - Intellectual Property Assignment#page6.tif

source=Bridgeport - Intellectual Property Assignment#page7.tif

source=Bridgeport - Intellectual Property Assignment#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated as of December 21, 2023 ("Effective Date"), is made by and between Hardinge Inc., a New York corporation, with its address at One Hardinge Dr., Elmira, NY 14903, United States ("Hardinge US"), Hardinge Machine Tools B.V., a private company with limited liability organized under the laws of the Netherlands, with its address at Kingsfordweg 151, 1043GR Amsterdam, Netherlands ("Hardinge B.V.") and Bridgeport Machine Company, LLC, a Delaware limited liability company, with its address at 11123 89th Avenue North Maple Grove, MN 55369, United States ("BMC") (collectively, the "Parties").

WHEREAS, pursuant to an Asset Purchase Agreement and Bill of Sale and Assignment Agreement, each dated as of November 3, 2004, Hardinge US acquired certain copyrights of BPT IP, LLC as set forth in Schedule B hereto (collectively, the "Assigned Copyrights"), which such assignment was not recorded in the applicable intellectual property registration offices in each jurisdiction; and

WHEREAS, pursuant to an Asset Purchase Agreement dated as of November 27, 2023, between Hardinge US, Hardinge GmbH, a private company with limited liability organized under the Legal Requirements of Federal Republic of Germany, Hardinge B.V. (solely in respect of its Taiwan Branch) and BMC (the "Purchase Agreement"), the Hardinge Parties (defined below) agreed to convey, transfer, and assign to BMC, among other assets, certain intellectual property rights and registrations owned by Hardinge US and Hardinge B.V. (collectively, the "Hardinge Parties"), namely, the Assigned Copyrights and certain trademarks registrations set forth in Schedule A hereto (the "Assigned Trademarks"). The Assigned Trademarks collectively with the Assigned Copyrights are referred to herein as the "Intellectual Property Rights"; and

WHEREAS, the Hardinge Parties desire to transfer and assign to BMC all of their worldwide rights, title and interest in and to said Intellectual Property Rights, and BMC desires to acquire said Intellectual Property Rights.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Subject to, and without expanding or limiting the terms of, the Purchase Agreement, the Hardinge Parties (including, with respect to Hardinge B.V., on behalf of its Taiwan branch), and each of them, hereby irrevocably convey, transfer, and assign to BMC all their respective worldwide rights, title, and interest in and to the Intellectual Property Rights, including without limitation, the following:

(a) the Assigned Trademarks and all common law rights, issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, related to, and symbolized by, the Assigned Trademarks;

(b) the Assigned Copyrights, including without limitation, all ownership rights of any kind, including moral rights, in such works ;

(c) all rights of any kind whatsoever in and to, and accruing under, the Intellectual Property Rights;

(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 Intellectual Property Rights; and

(e) any and all claims and causes of action with respect to any of the Intellectual Property Rights, 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. Recordation and Further Actions for Assigned Intellectual Property. The Hardinge Parties, and each of them, hereby authorize the officials of any appropriate entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by BMC. Following the date hereof, the Hardinge Parties shall take such steps and actions, and provide such cooperation and assistance to BMC 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 reasonably necessary to effect, evidence, or perfect the assignment of the Intellectual Property Rights to BMC.

3. Counterparts. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Intellectual Property Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.

4. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, as of the Effective Date.

5. Subject to the Purchase Agreement. The Parties each acknowledge and agree that this Assignment only implements the transfer, assignment, conveyance and delivery of certain of the Assets (as defined in the Purchase Agreement) and shall be governed in accordance with the terms and conditions of the Purchase Agreement, including without limitation the representations and warranties therein. Notwithstanding any provision herein to the contrary, nothing contained herein shall be deemed to limit or waive any rights of the Parties pursuant to the Purchase Agreement. The Parties each acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be expanded, modified or superseded hereby but shall remain in full force and effect in accordance with the terms provided therein. For the avoidance of doubt, the Parties each further acknowledge and agree that this Assignment shall not expand, limit or otherwise modify the scope of assets conveyed and liabilities assumed between the Parties as set forth in the Purchase Agreement.

- SIGNATURE PAGE TO FOLLOW -

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment as of the date first written above.

**HARDINGE INC.
(ASSIGNOR)**

BY: _____

NAME: Greg Knight

TITLE: Chief Executive Officer

DATE: December 21, 2023

BRIDGEPORT MACHINE COMPANY, LLC (ASSIGNEE)

BY: _____


NAME: Thomas J. McDonough

TITLE: Chairman

DATE: December 22, 2023

**HARDINGE MACHINE TOOLS B.V.
(ASSIGNOR)**

BY: _____

NAME: Greg Knight

TITLE: Managing Director

DATE: December 21, 2023

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment as of the date first written above.

**HARDINGE INC.
(ASSIGNOR)**

DocuSigned by:
Greg Knight
DFC389080E7043B...

BY: _____

NAME: Greg Knight

TITLE: Chief Executive Officer

DATE: December 21, 2023

BRIDGEPORT MACHINE COMPANY, LLC (ASSIGNEE)

BY: _____

NAME: _____

TITLE: _____

DATE: _____

**HARDINGE MACHINE TOOLS B.V.
(ASSIGNOR)**

DocuSigned by:
Greg Knight
DFC389080E7043B...

BY: _____

NAME: Greg Knight

TITLE: Managing Director

DATE: December 21, 2023

SCHEDULE A


Registered Trademarks

| Country | Mark | Owner | Reg. No. | Reg. Date |
|---------------------------|---------------------------------|---|-----------------|------------------|
| Australia | BRIDGEPORT | Hardinge Machine Tools B.V. | 1359505 | 5/4/10 |
| Australia | BRIDGEPORT | Hardinge Inc. | 331297 | 4/10/79 |
| Belarus | BRIDGEPORT | Hardinge Machine Tools B.V. | 35435 | 3/24/11 |
| Canada | <i><u>Bridgeport</u></i> | Hardinge Inc. | TMA243145 | 4/18/80 |
| China | BRIDGEPORT | Hardinge Machine Tools B.V. | 8477658 | 4/28/14 |
| China | BRIDGEPORT | Hardinge Inc. | 16900256 | 7/7/17 |
| EU | BRIDGEPORT | Hardinge Inc. | 166835 | 10/23/98 |
| Hong Kong | BRIDGEPORT | Hardinge Machine Tools B.V. | 301794312 | 5/31/13 |
| Hong Kong | BRIDGEPORT | Hardinge Inc. | 199907544 | 6/14/99 |
| Indonesia | BRIDGEPORT | Hardinge Machine Tools B.V. | IDM000403939 | 12/27/13 |
| Israel | BRIDGEPORT | Hardinge Machine Tools B.V., Taiwan Branch | 229155 | 5/19/11 |
| Japan | <i><u>Bridgeport</u></i> | Hardinge Inc. | 1741752 | 1/23/85 |
| Japan | <i><u>Bridgeport</u></i> | Hardinge Inc. | 4220636 | 12/11/98 |
| Jordan | BRIDGEPORT | Hardinge Machine Tools B.V. | 114359 | 4/21/11 |
| Latvia | BRIDGEPORT | Hardinge Machine Tools B.V. | M-10-1503 | 10/20/11 |
| Malaysia | BRIDGEPORT | Hardinge Machine Tools B.V. | 2010015349 | 6/30/15 |
| Malta | BRIDGEPORT | Hardinge Machine Tools B.V. | 49719 | 2/11/11 |
| Mexico | BRIDGEPORT | Hardinge Inc. | 1535548 | 5/6/15 |
| Morocco ¹ | BRIDGEPORT | Hardinge Machine Tools B.V. | 132276 | 7/19/10 |
| New Zealand | BRIDGEPORT | Hardinge Machine Tools B.V. | 823663 | 5/4/10 |
| Oman | BRIDGEPORT | Hardinge Machine Tools B.V. | 64747 | 7/4/11 |
| Philippines | BRIDGEPORT | Hardinge Machine Tools B.V. | 04-2010-007695 | 2/17/11 |
| Qatar | BRIDGEPORT | Hardinge Machine Tools B.V. | 64069 | 3/7/12 |
| Saudi Arabia ² | BRIDGEPORT | Hardinge Machine Tools B.V. | 1373/44 | 11/18/11 |
| Singapore | BRIDGEPORT | Hardinge Machine Tools B.V. | T10/05001C | 8/11/11 |
| Slovakia | BRIDGEPORT | Hardinge Machine Tools B.V. | 230112 | 7/14/11 |
| South Africa ³ | BRIDGEPORT | Hardinge Machine Tools B.V. | 2010/08416 | 10/6/11 |
| South Korea | BRIDGEPORT | Hardinge Machine Tools B.V. | 4009227210000 | 6/8/12 |
| South Korea | BRIDGEPORT | Hardinge Machine Tools B.V. | 4011592010000 | 2/5/16 |
| Sri Lanka | BRIDGEPORT | Hardinge Inc. | 155538 | 10/28/17 |

¹ Status of renewal TBD.

² Status of renewal TBD.

³ Status of renewal TBD.

| Country | Mark | Owner | Reg. No. | Reg. Date |
|----------------------|--|-----------------------------|-----------------|------------------|
| Syria | BRIDGEPORT | Hardinge Machine Tools B.V. | 120511 | 11/2/11 |
| Taiwan | BRIDGEPORT | Hardinge Machine Tools B.V. | 1512975 | 4/16/12 |
| Thailand | BRIDGEPORT | Hardinge Machine Tools B.V. | KOR376793 | 3/26/14 |
| Turkey | BRIDGEPORT | Hardinge Machine Tools B.V. | 2010/45611 | 9/19/11 |
| UK | BRIDGEPORT | Hardinge Inc. | 900166835 | 10/23/98 |
| United Arab Emirates | BRIDGEPORT | Hardinge Machine Tools B.V. | 147630 | 4/12/12 |
| US |  BRIDGEPORT | Hardinge Inc. | 3452309 | 6/24/08 |
| Vietnam | BRIDGEPORT | Hardinge Inc. | 4-0181052-000 | 3/14/12 |
| Yemen | BRIDGEPORT | Hardinge Machine Tools B.V. | 42557 | 10/23/11 |

SCHEDULE B

Registered Copyrights

| Recorded Claimant* | Current Owner** | Title | Reg. No. | Reg. Date |
|---------------------------|------------------------|---|-----------------|------------------|
| BPT IP, LLC | Hardinge Inc. | EZTRAK | TXu001065663 | 4/8/2003 |
| BPT IP, LLC | Hardinge Inc. | EZTRAK | TX0005649132 | 4/8/2003 |
| BPT IP, LLC | Hardinge Inc. | EZTRAK | TX0005649133 | 4/8/2003 |
| BPT IP, LLC | Hardinge Inc. | EZTRAK: programming and operating manual | TX0005649131 | 4/8/2003 |
| BPT IP, LLC | Hardinge Inc. | Series I CNC, Machining Center | TX0000954329 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | Series I CNC: BridgeportSeries I CNC Mill | TX0000954328 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | O-C 14A | TX0000954327 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | Series II CNC | TX0000954326 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | Series I MDI | TX0000954325 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | E-ZCAM | TX0000954324 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | R2D3 | TX0000954323 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | Bridgeport Attachments And Accessories For Standard Vertical Milling Machines | TX0000954322 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | Bridgeport Winners, E-Z CAM/CNC: Two Powerful Tools For One Low Price | TX0000954321 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | Top Shops: 1: For And About Shops That Are Tops In Their Field | TX0000954320 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | America Invades America | TX0000954319 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | The Bridgeport Standard Machines | TX0000954317 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | American Classics At Import Prices | TX0000954316 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | Choice Cut | TX0000954314 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | Make Your Used Bridgeport Work Like New | TX0000882049 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | Supplemental Mass Storage Boosts CNC Productivity | TX0000882048 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | Add DNC Power to Your CNC Bridgeports | TX0000882047 | 4/2/1982 |
| BPT IP, LLC | Hardinge Inc. | Buy From Bridgeport Direct, 1-800-243-4292 | TX0000864141 | 2/24/1982 |
| BPT IP, LLC | Hardinge Inc. | Why Bridgeport Has Decided To Sell To You Direct | TX0000864140 | 2/24/1982 |
| BPT IP, LLC | Hardinge Inc. | An American Classic At A Foreign Price | TX0000864139 | 2/24/1982 |

| Recorded Claimant* | Current Owner** | Title | Reg. No. | Reg. Date |
|---------------------------|------------------------|--|-----------------|------------------|
| BPT IP, LLC | Hardinge Inc. | The Bridgeport CNC's | TX0000864138 | 2/24/1982 |
| BPT IP, LLC | Hardinge Inc. | Get The Point | TX0000864137 | 2/24/1982 |
| BPT IP, LLC | Hardinge Inc. | Think Sharp | TX0000864136 | 2/24/1982 |
| BPT IP, LLC | Hardinge Inc. | There's More to Bridgeport Than Meets The Eye | TX0000864135 | 2/24/1982 |
| BPT IP, LLC | Hardinge Inc. | The Bridgeport CNC's | TX0000823895 | 12/24/1981 |
| BPT IP, LLC | Hardinge Inc. | The Real World | TX0000823894 | 12/24/1981 |
| BPT IP, LLC | Hardinge Inc. | The Easy Life | TX0000823893 | 12/24/1981 |
| BPT IP, LLC | Hardinge Inc. | Life Rolls On | TX0000823892 | 12/24/1981 |
| BPT IP, LLC | Hardinge Inc. | The Bridgeport CNC's | TX0000793474 | 10/30/1981 |
| BPT IP, LLC | Hardinge Inc. | Don't Buy A Cheap CNC (Buy A Bridgeport CNC Cheaper) | TX0000793473 | 10/30/1981 |
| BPT IP, LLC | Hardinge Inc. | Life line | TX0000811219 | 11/16/1981 |
| BPT IP, LLC | Hardinge Inc. | Introducing the automatic Bridgeport | TX0000811217 | 11/16/1981 |

* Copyright claimant currently of record with U.S. Copyright Office.

** Current copyright owner pursuant to Asset Purchase Agreement, and Bill of Sale and Assignment and Assumption Agreement, by and between BPT IP, LLC and Hardinge Inc., each dated as of November 3, 2004.