

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI74437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radial Bearing Corporation		01/31/2024	Corporation: CONNECTICUT
A. Papish, Incorporated		01/31/2024	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Company Name:	Radial Bearing LLC		
Street Address:	c/o Torque Capital		
Internal Address:	55 Post Road West. 2nd Floor		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2663848	RADIAL BEARING CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	2166228200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Ms. CAROL A COSTANZA		
Address Line 1:	The Calfee Building		
Address Line 2:	1405 East Sixth Street		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	40390.04004		
NAME OF SUBMITTER:	CAROL COSTANZA		
SIGNATURE:	CAROL COSTANZA		
DATE SIGNED:	03/06/2024		
Total Attachments: 5			
source=Intellectual Property Assignment and Assumption (Radial Bearing) 4889-0659-5745 v.1#page1.tif			
source=Intellectual Property Assignment and Assumption (Radial Bearing) 4889-0659-5745 v.1#page2.tif			

OP \$40.00.00 75928261

source=Intellectual Property Assignment and Assumption (Radial Bearing) 4889-0659-5745 v.1#page3.tif
source=Intellectual Property Assignment and Assumption (Radial Bearing) 4889-0659-5745 v.1#page4.tif
source=Intellectual Property Assignment and Assumption (Radial Bearing) 4889-0659-5745 v.1#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT
AND
ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is entered into effective as of January 31, 2024, by and between (i) Radial Bearing Corporation, a Connecticut corporation (“Radial Bearing”), (ii) A. Papish, Incorporated, a Connecticut corporation (together with Radial Bearing, “Seller”), and (iii) Radial Bearing LLC, a Delaware limited liability company (“Buyer”) pursuant to the terms of that certain Asset Purchase Agreement (“Asset Purchase Agreement”), dated as of the date hereof, by and among Seller, Buyer and Stephen J. Papish. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings that are set forth in the Asset Purchase Agreement.

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Seller is selling, transferring, assigning and delivering to Buyer, and Buyer is purchasing, acquiring and accepting from Seller, all of Seller’s rights, title, and interest in and to the Intellectual Property Assets (the “Acquired Intellectual Property”), including but not limited to the Intellectual Property set forth on Schedule A hereto; and

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and intending to be legally bound, Seller and Buyer hereby agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Conveyance. In accordance with and subject to the terms of the Asset Purchase Agreement and for the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which Seller and Buyer hereby acknowledge, Seller does hereby sell, transfer, assign, convey and deliver to Buyer, effective as of the Closing Date, all of Seller’s rights, title and interests in, to and under the Acquired Intellectual Property, free and clear of all Liens, including but not limited to (a) all goodwill of the Business connected with the use of, and symbolized by, the Trademarks included in the Acquired Intellectual Property or any goodwill otherwise associated with the Acquired Intellectual Property, (b) all rights of any kind whatsoever of Seller that have accrued under any of the foregoing provided by applicable Laws, and (c) 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 any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the effective 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, 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. all said rights to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full term of the Acquired Intellectual Property as fully and entirely as the same would have been held by Seller had this Assignment not been made.

2. Assumption. In accordance with and subject to the provisions of the Asset Purchase Agreement and this Assignment, Buyer hereby accepts the sale, assignment, transfer, conveyance and delivery of the right, title and interest in, to and under the Acquired Intellectual Property as described above.

3. Recordation. Seller agrees to reasonably cooperate with Buyer in Buyer's efforts in preparing instruments to record Buyer as the owner of the Acquired Intellectual Property in the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable foreign governmental body or registrar, in each case in form and substance reasonably acceptable to such governmental body or registrar and in accordance with the applicable Laws of the jurisdiction to which such instrument pertains, all of which to be done at Buyer's sole cost and expense.

4. Further Assurances. At any time or from time to time after the Closing Date, Seller shall, at the reasonable request of Buyer, and without further expense to Seller: (a) promptly execute and deliver any further instruments or documents of conveyance and transfer (including powers of attorney) as Buyer may reasonably request in order to evidence or perfect the consummation of the transactions contemplated by this Assignment, and (b) promptly take all reasonable actions and efforts to consummate the sale, conveyance, assignment and transfer of the Acquired Intellectual Property to Buyer, including as to enable Buyer to register the internet domain names included within the Acquired Intellectual Property with the applicable domain name registry.

5. Miscellaneous. To the extent that there is a conflict between the terms and provisions of this Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement will govern and control. This Assignment shall bind and inure to the benefit of the respective successors and assigns of Buyer and Seller. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. Nothing express or implied in this Assignment is intended or shall be construed to confer on any person other than Seller and Buyer any rights under this Assignment. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

[Signature page follows.]

IN WITNESS WHEREOF, Seller and Buyer have executed this Assignment to be effective as of the date first above written.

SELLER:

RADIAL BEARING CORPORATION

DocuSigned by:
By: Stephen Papish
Name: Stephen J. Papish
Its: President

A. PAPISH, INCORPORATED

DocuSigned by:
By: Stephen Papish
Name: Stephen J. Papish
Its: President

BUYER:

RADIAL BEARING LLC

By: _____
Name: Daniel Pappano
Title: President

[Signature Page to Intellectual Property Assignment and Assumption Agreement]

IN WITNESS WHEREOF, Seller and Buyer have executed this Assignment to be effective as of the date first above written.

SELLER:

RADIAL BEARING CORPORATION

By: _____

Name: Stephen J. Papish

Its: President

A. PAPISH, INCORPORATED

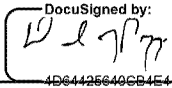
By: _____

Name: Stephen J. Papish

Its: President

BUYER:

RADIAL BEARING LLC

By:  _____
1D64426640C84E4...

Name: Daniel Pappano


Title: President

[Signature Page to Intellectual Property Assignment and Assumption Agreement]

Schedule A

Acquired Intellectual Property

1. Registered Trademarks.

Mark	Reg. No.	Reg. Date	Registrant	Status / Expir. Date
RADIAL BEARING CORPORATION & DESIGN 	2,663,848	12/17/2002	Radial Bearing Corp.	Registered and active (renewal date without additional fees is 12/17/2032)

2. Copyrights

None.

3. Unregistered Trademarks.

None.

4. Domain Names.

Domain Name	Creation Date	Expiration Date	Registrar	Registrant
radialbearing.com	10-11-1999	10-31-2026	Network Solutions, LLC	Perfect Privacy, LLC
radialbearing.cn	03-11-2009	03-11-2028	Network Solutions Inc.	Radial Bearing Corporation
radialbearing.cn.com	03-10-2009	03-10-2028	Network Solutions, LLC	Perfect Privacy, LLC
radialbearing.com.cn	03-11-2009	03-11-2028	Network Solutions Inc.	Radial Bearing Corporation
radialbearing.hk.cn	03-11-2009	03-11-2028	Network Solutions Inc.	Radial Bearing Corporation
radialbearing.net	12-04-2000	12-04-2024	Network Solutions, LLC	Radial Bearing Corporation
radialbearing.net.cn	03-11-2009	03-11-2028	Network Solutions Inc.	Radial Bearing Corporation
radialbearing.org	12-04-2000	12-04-2024	Network Solutions, LLC	Perfect Privacy, LLC
radialbearing.org.cn	03-11-2009	03-11-2028	Network Solutions Inc.	Radial Bearing Corporation
radialbearing.site	08-20-2020	08-20-2024	Network Solutions, LLC	Perfect Privacy, LLC

5. Patents.

None.