

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4410766

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HALM INDUSTRIES CO., INC.	03/31/2017
RECEIVING PARTY DATA		
Name:	W+D NORTH AMERICA INC.	
Street Address:	11300 W 80TH STREET	
City:	LENEXA	
State/Country:	KANSAS	
Postal Code:	66214	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	15278764	
Patent Number:	5964461	
Patent Number:	6401608	
Patent Number:	7552919	
CORRESPONDENCE DATA		
Fax Number:	(314)667-3633	
<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:	3145526000	
Email:	ipdocket@thompsoncoburn.com	
Correspondent Name:	MATTHEW J. HIMICH	
Address Line 1:	ONE US BANK PLAZA	
Address Line 4:	ST. LOUIS, MISSOURI 63101	
ATTORNEY DOCKET NUMBER:	5016-166324, 26,27,28	
NAME OF SUBMITTER:	MATTHEW J. HIMICH	
SIGNATURE:	/matthew j. himich/	
DATE SIGNED:	05/12/2017	
Total Attachments: 8		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of March 31 2017, is made by Halm Industries Co., Inc., a New York corporation ("**Seller**") in favor of W+D North America Inc., a Delaware corporation ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of March 31, 2017 between Buyer and Seller (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned 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, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark 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.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made

for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.


5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

HALM INDUSTRIES CO., INC.

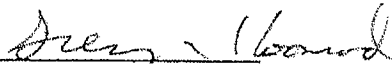
By: 

Name:

Title:

AGREED TO AND ACCEPTED:

W+D NORTH AMERICA INC.

By: 

Name: GREGORY L. CONNOR

Title: VICE PRESIDENT

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

HALM INDUSTRIES CO., INC.

By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

W+D NORTH AMERICA INC.

By: Gregory L. Conrad

Name: GREGORY L. CONRAD

Title: VICE PRESIDENT

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

PATs

	A	B	C	D	E	F	G	H	I	J	K
	Docket No	Country	Status	Substatus	Appln. No.	Appln Date	Title	Pat No	Issue Date	Publ No	Publ Date
1	378-13	United States	Granted	Allowed	08/943,365	10/03/1997	Pusher Block Assembly for Printing Press	5,964,461	10/12/1999		
2	378-13	United States	Granted	Allowed	98650066.8	10/02/1998	Pusher Block Assembly For Printing Press	0906882	12/10/2003	0906882	11/17/1999
3	378-14 RCE	United States	Granted	Allowed	09/565,319	05/05/2000	Printing Press With Perfecting Station	6,401,608	06/11/2002		
4											
5											
6	378-31	United States	Granted	Allowed	11/465,909	08/21/2006	Material Transfer Vacuum Device	7,552,919	06/30/2009	2007-0056452A	03/15/2007
7	378-38	United States	Docketed				VACUUM TRANSFER DEVICE FOR ENVELOPE PRINTER				
8	378-38 P	United States	Filed		62/233,747	09/28/2015	VACUUM TRANSFER DEVICE FOR ENVELOPE PRINTER				

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

TMS

	A	B	C	D	E	F	G	H	I
1	MarkName	Docket No	Internal No	Country	Appln No	Appln Date	Reg No	Reg Date	Exp Date
2	SUPER SUCKER	378-32	378-0039	United States	78/690,779	08/11/2005	3,326,547	10/30/2007	10/30/2017
3	HALM	378-19 Benelux	378-0047	Benelux	1109567	04/11/2006	808826	10/10/2006	04/11/2026
4	HALM	378-20 Benelux	378-0048	Benelux	1109565	04/11/2006	808825	10/10/2006	04/11/2026
5									
6	SUPER JET	378-16	378-0017	United States	76/054,181	05/23/2000	2,572,862	05/28/2002	05/28/2022
7	SUPER JET PLUS	378-17	378-0018	United States	76/089,130	07/14/2000	2,687,843	02/18/2003	02/18/2023
8	ENVELOPEM ASTER	378-18	378-0019	United States	76/054,182	05/23/2000	2,555,035	04/02/2002	04/02/2022
9	HALM = Symbol/Graps hics In Shape Of Star Snow Flake	378-19	378-0020	United States	76/107,076	08/10/2000	2,482,243	08/28/2001	08/28/2021
10	HALM	378-20	378-0021	United States	76/101,383	08/01/2000	2,482,220	08/28/2001	08/28/2021
11	JET	378-21	378-0022	United States	76/089,131	07/14/2000	2,563,174	04/23/2002	04/23/2022
12	JET PRESS	378-15	378-0016	United States	76/089,129	07/14/2000	2,577,470	06/11/2002	06/11/2022
13									
14	JET PRESS PLUS	378-29	378-0036	United States	78/297,167	09/08/2003	2,893,437	10/12/2004	10/12/2024

PATENT

REEL: 042350 FRAME: 0074

RECORDED: 05/12/2017

8/25/2016