

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4454521

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
U.S. GEAR TOOLS, INC.	05/03/2017
RECEIVING PARTY DATA	
Name:	ANDERSON-COOK, INC.
Street Address:	44785 MACOMB INDUSTRIAL DRIVE
City:	CLINTON TOWNSHIP
State/Country:	MICHIGAN
Postal Code:	48036-1147
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9403206
Application Number:	15221677
CORRESPONDENCE DATA	
Fax Number:	(248)566-8523
<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:	(248) 566-8522
Email:	jlyons@honigman.com
Correspondent Name:	THOMAS J. APPLIEDORN
Address Line 1:	39400 WOODWARD AVENUE, SUITE 101
Address Line 4:	BLOOMFIELD HILLS, MICHIGAN 48304
ATTORNEY DOCKET NUMBER:	203190-407186
NAME OF SUBMITTER:	THOMAS J. APPLIEDORN
SIGNATURE:	/Thomas J. Appledorn/
DATE SIGNED:	06/12/2017
Total Attachments: 7	
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Agreement**”), effective as of May 3, 2017 (the “**Effective Date**”), is by and between U.S. Gear Tools, Inc., a Michigan corporation (“**Assignor**”) and Anderson-Cook, Inc., a Michigan corporation (“**Assignee**”).

RECITALS:

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated of even date herewith (the “**Purchase Agreement**”; all capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement), pursuant to which, among other things, Assignor has agreed to assign all of its right, title and interests in the Marks, Patents and Domains associated with the operation of Assignee’s business (“**Business**”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Marks.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade names and all applications therefore that are used in the Business (the “**Marks**”), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in **Exhibit A**, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. **Patents.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and to any and all worldwide patent rights and rights of similar nature that are used in the Business, including those items set forth on the attached **Exhibit B** (the “**Patents**”), along with its entire right, title and interest in and to the inventions claimed in the Patents, including the right to file foreign patent applications corresponding to such Patents, and the right to claim the priority date of said Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such patents, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

3. **Domains.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and under the Domains and registrations therefor identified on the attached **Exhibit C** (the “**Domains**”), and any and all related or similar Domains, along with all associated goodwill.

4. **Rights.** The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks, Patents and Domains or assist any third party in any of the foregoing.

5. **Further Assurances; Authorization.** Assignor shall, at the request of Assignee and in a timely manner, take all actions and execute all documents necessary or desirable to assist Assignee in the implementation, recordation or perfection of Assignee's interest in and to the Marks, Patents and Domains and authorizes any applicable governmental authority to issue any and all registrations from any and all applications for registration included in the Marks, Patents and Domains to and in the name of Assignee.

6. **No Implied Rights in Third Parties.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including any governmental authority) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign (directly, indirectly, by operation of law, or otherwise) its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder, and any attempted assignment in violation of this section shall be null and void and of no force or effect.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

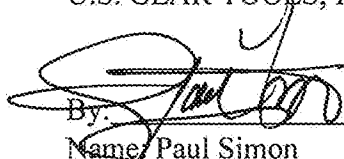
9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

ASSIGNOR:

U.S. GEAR TOOLS, INC.

By: 

Name: Paul Simon

Title: President

ASSIGNEE:

ANDERSON-COOK, INC.

By: _____

Name: Scott McVeigh

Title: Chief Financial Officer

{Signature page to Intellectual Property Assignment Agreement}

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

ASSIGNOR:

U.S. GEAR TOOLS, INC.

By: _____

Name: Paul Simon

Title: President

ASSIGNEE:

ANDERSON-COOK, INC.

By: _____

Name: Scott McVeigh

Title: Chief Financial Officer

EXHIBIT A

Marks

TM Record	Mark/Name	Country/Jurisdiction	Status/Key Dates	App. No./Reg. No.	Owner
Germany Q12 de 4	<u>ROTO-FLO and Design</u> <i>Auto-Flo</i>	Germany	Germany Renewed Last Status Received: Registered September 10, 2015 Filed: March 11, 1977 Application Published: September 15, 1977 Registered: March 15, 1978 Registration Published: April 29, 1978 Last Renewal: April 1, 2007	RN: DE968881 AN: M42853	U.S. Gear Tools, Inc.
Brazil Q12 br 6	<u>ROTO - FLO</u>	Brazil	Brazil Renewed Last Status Received: Renewed Registered: September 8, 1998	RN: 818986875 AN: 818986875	US GEAR TOOLS

EXHIBIT B

Patents

HDP Ref. No. / Case Staff Client Ref. No.	Country Entity Size/No of Designs or Claims / Case Type	Application No. Filing Date	Publication No. Publication Date	Patent No. Patent Date	Priority No. Priority Date	Status Expiration				
2140-000006-US GDA/CAE	United States of America SE / Priority Application	13/478663 23-May-2012	2013-0312475 28-Nov-2013	9403206 02-Aug-2016	US-13/478663 23-May-2012	Granted 06-Sep-2034				
Client: U.S. Gear Tools Owner: U.S. Gear Tools, Inc. Title: Spline Rolling Rack And Method Inventors: CALLESEN, Michael David				<table border="1"> <thead> <tr> <th>Next Action</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>Broaden Reissue Rpt Due NEP</td> <td>02-Aug-2018 Final</td> </tr> </tbody> </table>			Next Action	Due Date	Broaden Reissue Rpt Due NEP	02-Aug-2018 Final
Next Action	Due Date									
Broaden Reissue Rpt Due NEP	02-Aug-2018 Final									
2140-000006-US-COB (T) GDA/CAE	United States of America SE / Continuation	15/221677 28-Jul-2015	2016-0332213 17-Nov-2016		US-15/478663 23-May-2012	Published				
Client: U.S. Gear Tools Owner: U.S. Gear Tools, Inc. Title: Spline Rolling Rack And Method Inventors: CALLESEN, Michael David										
2140-100006-CA-01 GDA/CAE	Canada LE / Patent Cooperation Treaty	2674224 18-Nov-2014			US-13/478663 23-May-2012	Pending				
Client: U.S. Gear Tools Owner: U.S. Gear Tools, Inc. Title: Spline Rolling Rack And Method Inventors: CALLESEN, Michael D. Agent: BRUNET & CO. LTD. (Ref. HDP-0601-CA)				<table border="1"> <thead> <tr> <th>Next Action</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>Request Examination</td> <td>21-May-2018 Due Date</td> </tr> </tbody> </table>			Next Action	Due Date	Request Examination	21-May-2018 Due Date
Next Action	Due Date									
Request Examination	21-May-2018 Due Date									
2140-100006-EP-01 GDA/CAE	European Patent Convention LE / Patent Cooperation Treaty	157952604 17-Dec-2014	2855044 08-Apr-2015	2855044 15-Mar-2017	US-13/478663 23-May-2012	Granted 21-May-2033				
Client: U.S. Gear Tools Owner: U.S. Gear Tools, Inc. Title: Spline Rolling Rack And Method Inventors: CALLESEN, Michael David Agent: Hirsch & Associates (Ref. 36314EP/ECT HDP)				<table border="1"> <thead> <tr> <th>Next Action</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>Validate Designated Countries</td> <td>15-Jun-2017 Due Date</td> </tr> </tbody> </table>			Next Action	Due Date	Validate Designated Countries	15-Jun-2017 Due Date
Next Action	Due Date									
Validate Designated Countries	15-Jun-2017 Due Date									
2140-100006-EP-02 GDA/CAE	European Patent Convention LE / Divisional Filing	171563027 08-Feb-2017			US-13/478663 23-May-2012	Pending				
Client: U.S. Gear Tools Owner: U.S. Gear Tools, Inc. Title: Spline Rolling Rack And Method Inventors: CALLESEN, Michael D. Agent: Hirsch & Associates (Ref. 36314EP DIV)										
2140-100006-IN-01 GDA/CAE	India LE / Patent Cooperation Treaty	6570CHENP2014 28-Nov-2014			US-13/478663 23-May-2012	Published				
Client: U.S. Gear Tools Owner: U.S. Gear Tools, Inc. Title: Spline Rolling Rack And Method Inventors: CALLESEN, Michael D. Agent: K & S Partners-Bangalore (Ref. IP29082AK/isk)				<table border="1"> <thead> <tr> <th>Next Action</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>Corresponding Appns. Filing</td> <td>09-Sep-2017 Due Date</td> </tr> </tbody> </table>			Next Action	Due Date	Corresponding Appns. Filing	09-Sep-2017 Due Date
Next Action	Due Date									
Corresponding Appns. Filing	09-Sep-2017 Due Date									
2140-100006-MX-01 GDA/CAE	Mexico LE / Patent Cooperation Treaty	MXa2014014255 21-Nov-2014			US-13/478663 23-May-2012	Published				
Client: U.S. Gear Tools Owner: U.S. Gear Tools, Inc. Title: Spline Rolling Rack And Method Inventors: CALLESEN, Michael D. Agent: Olivas & Cia. (Ref. 14P2096)										

EXHIBIT C

Domains

ROTO-FLO.COM

USGEARTOOL.COM

USGEARTOOLS.COM