

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5373794

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NELSON BOLZENSCHWEISS-TECHNIK GMBH & CO. KG	02/04/2019
RECEIVING PARTY DATA		
Name:	NELSON AUTOMOTIVE GMBH	
Street Address:	SCHÜTZENSTRASSE 6-8	
City:	BRECKERFELD	
State/Country:	GERMANY	
Postal Code:	D-58339	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	6825434	
Patent Number:	6750417	
Patent Number:	7129437	
Patent Number:	7053331	
Patent Number:	7339133	
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	79969-1	
NAME OF SUBMITTER:	BRYAN J. SCHOMER	
SIGNATURE:	/BRYAN J. SCHOMER/	
DATE SIGNED:	02/13/2019	
Total Attachments: 5		
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PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made by Nelson Bolzenschweiss-Technik GmbH & Co. KG, a corporation duly organized under and pursuant to the laws of Germany, having a principal place of business at Flurstrasse 7-19, D-58285 Gevelsberg, Germany, and a wholly owned subsidiary of Stanley Black & Decker, Inc. ("Assignor") in favor of Nelson Automotive GmbH, a corporation duly organized under and pursuant to the laws of Germany, having a principal place of business at Schützenstraße 6-8, D-58339 Breckerfeld, Germany, and a wholly owned subsidiary of Dundee Holdco 4, Limited ("Assignee").

BACKGROUND

- A. Assignor is the owner of certain patents set forth in Schedule 1 attached hereto.
- B. In furtherance of the Intellectual Property Cross License Agreement dated April 2, 2018, and the First Amendment to the Intellectual Property Cross License Agreement dated January 15, 2019, Assignor desires to convey, transfer and assign to Assignee such patents set forth in Schedule 1 and rights related thereto, and Assignee desires to accept such conveyance, transfer and assignment, on the terms and conditions of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Assignment.** Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the following (the "Assigned Patents");
- (a) the patents and patent applications set forth in Schedule 1 attached hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (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
 - (d) 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, 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.** Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities and agencies in any applicable jurisdictions to record and register this Assignment. Following the date hereof, Assignee shall take such steps and actions, and Assignor shall provide such cooperation and assistance to Assignee 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 Assigned Patents to Assignee or any assignee or successor thereto.

3. **Counterparts.** This 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 Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

5. **Entire Agreement.** This Assignment constitutes the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, in the event of any conflict between the terms of this Patent Assignment and the Intellectual Property Cross License Agreement dated April 2, 2018 and any amendments thereto ("the IPCLA"), the terms of the IPCLA shall be controlling.

6. **Governing Law.** In accordance with Section 7.13 of the Intellectual Property Cross License Agreement dated April 2, 2018, this 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 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]

5.0

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the date set forth below.

NELSON BOLZENSCHWEISS-TECHNIK
GMBH & CO. KG

Signature:

Name:

Title:

Date:

D. V. Schilling
D. V. Schilling
General Mgr/BF
4 Feb 2019

NELSON AUTOMOTIVE GMBH

Signature:

Name:

Title:

Date:

S. M. McInerney
IAN MOLYNEW
MANAGING DIRECTOR
7th February 2019

SIGNATURE PAGE TO PATENT ASSIGNMENT

Schedule 1

Patents

Title	Country	Patent Number	Publication Date
Stud Welding Device	EP-France	1 091 823	March 5, 2003
Stud Welding Device	EP-Germany	1 091 823	March 5, 2003
Stud Welding Device	EP-UK	1 091 823	March 5, 2003
Method For Producing A Welding Pin	Germany	1001 4078	December 11, 2003
Method For Producing A Welding Pin	EP-UK	1 268 119	October 6, 2004
Method For Producing A Welding Pin	EP-France	1 268 119	October 6, 2004
Stud Welding Process Comprises Moving A Bolt Container Onto The Workpiece Surface With Simultaneous Monitoring Of The Mechanical Contact Between The Front Side Of The Bolt Container Or The Front Side Of The Part To Be Welded	Germany	100 28 420	January 27, 2005
Method For Welding A Bolt Onto A Workpiece And A Bolt-Welding Device	USA	6,825,434	November 30, 2004
Method For Positioning A Welding Bolt And Bolt Welding Head	Mexico	2365 01	May 3, 2006
Method For Welding A Bolt Onto A Workpiece And A Stud Welding Device	Mexico	2322 26	November 17, 2005
Method For Welding A Bolt Onto A Workpiece And A Stud Welding Device	Canada	2,400,721	May 20, 2008
Method For Welding A Stud Onto A Workpiece And A Bolt	EP-France	1 257 381	May 6, 2004
Method For Welding A Stud Onto A Workpiece And A Bolt	EP-Germany	1 257 381	May 6, 2004
Method For Welding A Stud Onto A Workpiece And A Bolt	EP-UK	1 257 381	May 6, 2004
Method Of Welding A Bolt Onto A Workpiece And Device For Welding Up Bolts	Czech Republic	3018 06	June 30, 2010
Stud Welding Head	USA	6,750,417	June 15, 2004
Stud Welding Head	Mexico	2394 10	August 9, 2006
Stud Welding Head	Brazil	P1010 8788-6	August 24, 2010
Stud Welding Head	Canada	2,408,257	June 29, 2010
Bolt Welding Head	Czech Republic	3007 47	July 29, 2009
Stud Discharge Device	EP-France	1 268 112	August 18, 2004
Stud Discharge Device	EP-Germany	1 268 112	August 18, 2004
Stud Discharge Device	EP-UK	1 268 112	August 18, 2004
Method For Monitoring A Welding Process During The Welding Of Studs And Device For Carrying Out Said Method	USA	7,129,437	October 31, 2006

SCHEDULE 1 TO PATENT ASSIGNMENT

PATENT

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Method For Monitoring A Welding Process During The Welding Of Studs And Device For Carrying Out Said Method	Brazil	PI 0209 908-0	July 22, 2014
Method For Monitoring A Welding Process During The Welding Of Studs And Device For Carrying Out Said Method	Canada	2,447,248	October 5, 2010
Method For Monitoring A Welding Process During The Welding Of Studs And Device For Carrying Out Said Method	Japan	4780 901	July 15, 2011
Method For Monitoring A Welding Process During The Welding Of Studs And Device For Carrying Out Said Method	Mexico	2441 82	March 14, 2007
Method For Monitoring A Welding Process During The Welding Of Studs And Measuring And Sorting Device For Carrying Out Said Method	EP-France	1 392 466	March 16, 2005
Method For Monitoring A Welding Process During The Welding Of Studs And Measuring And Sorting Device For Carrying Out Said Method	EP-Germany	1 392 466	March 16, 2005
Method For Monitoring A Welding Process During The Welding Of Studs And Measuring And Sorting Device For Carrying Out Said Method	EP-UK	1 392 466	March 16, 2005
Stud Welding Method And Stud Welding Device, Especially For Stud Welding Without A Support Foot	USA	7,053,331	May 30, 2006
Stud Welding Method And Stud Welding Device, Especially For Stud Welding Without A Support Foot	USA	7,359,133	March 4, 2008
Stud Welding Method And Stud Welding Device, Particularly For Stud Welding Without A Support Foot	Brazil	PI10110298-2	July 12, 2011
Stud Welding Method And Stud Welding Device, Particularly For Stud Welding Without A Support Foot	Canada	2405762	November 10, 2009
Stud Welding Method And Stud Welding Device, Especially For Stud Welding Without A Support Foot	EP-Germany	50104124	October 13, 2004
Method For Monitoring A Welding Process During The Welding Of Studs And Measuring And Sorting Device For Carrying Out Said Method	EP-France	1294524	March 16, 2005
Stud Welding Method And Stud Welding Device, Especially For Stud Welding Without A Support Foot	EP-UK	1294524	October 13, 2004

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SCHEDULE 1 TO PATENT ASSIGNMENT

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RECORDED: 02/13/2019

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