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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI277787

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ATEK Metal Technologies, LLC		05/08/2024	Limited Liability Company: MINNESOTA

## **RECEIVING PARTY DATA**

Company Name:	ATEK Metal Technologies, LLC	
Street Address:	838 S 16th Street	
City:	Manitowoc	
State/Country:	WISCONSIN	
Postal Code:	54220	
Entity Type:	Limited Liability Company: WISCONSIN	

## **PROPERTY NUMBERS Total: 2**

Property Type Number		Word Mark	
Registration Number:	5499143	ATEKLEAN CAST	
Registration Number:	5404084	ATEK METAL TECHNOLOGIES	

## **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 4072365872

**Email:** jhopkins@foley.com **Correspondent Name:** Jennifer L. Hopkins

Address Line 1: 301 E. Pine Street, Suite 1200

Address Line 2: 409

Address Line 4: Orlando, FLORIDA 32801-2386

ATTORNEY DOCKET NUMBER:	127123-0103
NAME OF SUBMITTER:	JENNIFER HOPKINS
SIGNATURE:	JENNIFER HOPKINS
DATE SIGNED:	06/05/2024

# **Total Attachments: 5**

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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), is entered into as of May 8, 2024 (the "Effective Date"), between ATEK Metal Technologies, LLC, a Minnesota limited liability company, located at 2205 Rusty Kennedy Road, New Hampton, Iowa 50659 ("Assignor"), in favor of ATEK Metal Technologies, LLC, a Wisconsin limited liability company, located at 838 S 16th St., Manitowoc, Wisconsin 54220 ("Assignee"), the purchaser of substantially all of assets of the business of Assignor pursuant to the Asset Purchase Agreement between Assignee, Assignor and certain other parties thereto, dated as of May 8, 2024 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor and Assignor 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. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "<u>Assigned IP</u>"):
  - (a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;
  - (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, 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. Assignor hereby authorizes 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 Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.
- 3. <u>Terms of the Purchase Agreement</u>. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The

TRADEMARK REEL: 008456 FRAME: 0240 representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

- 4. <u>Counterparts</u>. 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. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> 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 Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed as of the Effective Date.

## **ASSIGNOR:**

ATEK METAL TECHNOLOGIES, LLC, a Minnesota limited liability company

Its: Chief Executive Officer

**ASSIGNEE:** 

ATEK METAL TECHNOLOGIES, LLC, a Wisconsin limited liability company

By: Sachin Shivaram

Its: President

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed as of the Effective Date.

ASSIGNOR:
ATEK METAL TECHNOLOGIES, LLC, a Minnesota limited liability company
By: Its:
ASSIGNEE:
ATEK METAL TECHNOLOGIES, LLC, a Wisconsin limited liability company

By: Sachin Shivaran

[Signature Page for Project Icon Intellectual Property Assignment]

# **SCHEDULE 1**

# ASSIGNED TRADEMARK

# Trademark Registration

Mark	Jurisdiction	Registration Number	Registration Date
ATEKLEAN CAST	US	5499143	June 19, 2018
ATEK METAL TECHNOLOGIES	US	5404084	Feb. 20, 2018

TRADEMARK REEL: 008456 FRAME: 0244

**RECORDED: 06/05/2024**