

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535820

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900502515		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paine Electronics, LLC		09/04/2014	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ROSEMOUNT SPECIALTY PRODUCTS LLC		
Street Address:	55 NELPAR DRIVE		
City:	EAST WENATCHEE		
State/Country:	WASHINGTON		
Postal Code:	98802		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1548042	PAINE	
CORRESPONDENCE DATA			
Fax Number:	6123343312		
<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:	6123343222		
Email:	lswaja@wck.com		
Correspondent Name:	Judson K. Champlin		
Address Line 1:	900 Second Avenue South		
Address Line 2:	Suite 1400		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	R161.6000US1		
NAME OF SUBMITTER:	Judson K. Champlin		
SIGNATURE:	/Judson K. Champlin/		
DATE SIGNED:	08/08/2019		
Total Attachments: 14			
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paine Electronics, LLC		09/04/2014	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ROSEMOUNT SPECIALTY PRODUCTS LLC		
Street Address:	55 NELPAR DRIVE		
City:	EAST WENATCHEE		
State/Country:	WASHINGTON		
Postal Code:	98802		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1548042	PAINE	
CORRESPONDENCE DATA			
Fax Number:	6123343312		
<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:	6123343222		
Email:	lswaja@wck.com		
Correspondent Name:	Judson K. Champlin		
Address Line 1:	900 Second Avenue South		
Address Line 2:	Suite 1400		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Judson K. Champlin		
SIGNATURE:	/Judson K. Champlin/		
DATE SIGNED:	06/13/2019		
Total Attachments: 5			
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ASSET PURCHASE AGREEMENT

by and among

ROSEMOUNT SPECIALTY PRODUCTS LLC,

P.E. HOLDINGS, INC.,

PAINE ELECTRONICS, LLC,

PAINE ELECTRONICS IC DISC, INC.,

CERTAIN SHAREHOLDERS OF P.E. HOLDINGS, INC.,

and

ROY FERGUSON, as the Representative of the Indemnifying Shareholders

Dated as of September 4, 2014

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of September 4, 2014, by and among P.E. Holdings, Inc., a Washington corporation ("Holdings"), Paine Electronics, LLC, a Washington limited liability company (the "Company"), Paine Electronics IC DISC, Inc., a Washington corporation, wholly owned by Holdings ("Paine IC DISC"), Rosemount Specialty Products LLC, a Delaware limited liability company ("Buyer"), the holders of the issued and outstanding capital stock of Holdings as of the Closing as listed on Schedule A hereto (the "Indemnifying Shareholders"), Roy Ferguson, as the representative of the Indemnifying Shareholders (the "Representative"), and, solely for purposes of Section 12.15, Emerson Electric Co., a Missouri corporation ("Emerson"). Holdings, the Company and Paine IC DISC are sometimes collectively referred to as the "Paine Entities" and individually as a "Paine Entity". The Company, Holdings, the Indemnifying Shareholders, Buyer and the Representative are sometimes collectively referred to as the "Parties" and individually as a "Party." Capitalized terms not otherwise defined in this Agreement are defined in Article I.

RECITALS

A. The Company is in the business of developing, designing, manufacturing, distributing and selling pressure and temperature transmitters, sensors and transducers (the "Business"); and

B. Buyer desires to purchase from the Company, and Company desires to sell to Buyer, (i) substantially all of the assets of Company used in the Business, as described herein and (ii) certain liabilities related to the Business to the extent set forth herein.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, representations, warranties, conditions, and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE I. DEFINITIONS

The following words shall have the meaning given them in this Article I.

- 1.1 "Accounts Receivable" has the meaning set forth in Section 4.12(a).
- 1.2 "Action" means any suit, claim, litigation, proceeding (administrative, judicial, or in arbitration, mediation or alternative dispute resolution), Government or grand jury investigation, or other action by a tribunal of competent jurisdiction.
- 1.3 "Adjustment Amount" has the meaning set forth in Section 2.7(c).
- 1.4 "Adjustment Escrow Amount" means \$250,000.
- 1.5 "Advisors" means, collectively, Cascadia Capital, LLC and Peterson Russell Kelly, PLLC and any other financial or legal advisors to Paine Entities or one or

Schedule 4.15(a) Scheduled Company Intellectual Property

Trademarks, Services Marks, Trade names

1. Federal Registered Trademarks

Mark	Country	Serial No.	Reg No.	Filing Date	Date of Issuance	Owner	Renewal Deadline
PAINE (Word Mark)	USA	73732827	1548042	6/6/1988	4/25/1989	Company	7/18/2019
PAINE	USA	73190211	1201626	10/23/1978	7/13/1982	Company	

2. WA registered trade name

Tradename	State	Date of Issuance	Owner	Renewal Deadline
Paine Electronics	WA	1/3/2001	Company	Annual

Corporate Names

3. Paine Electronics, LLC


Domain Names

- 4. paineelectronics.cn
- 5. paineelectronics.com
- 6. paineelectronics.info

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date first above written under seal.

BUYER:

ROSEMOUNT SPECIALTY PRODUCTS LLC

By: 

Name: Catherine G. Merkel

Title: Authorized Individual

PAINE ENTITIES:

P.E. HOLDINGS, INC.

By:

Name:

Title:

PAINE ELECTRONICS, LLC

By:

Name:

Title:

PAINE ELECTRONICS IC DISC, INC.

By:

Name:

Title:

REPRESENTATIVE:

Roy Ferguson

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date first above written under seal.

BUYER:

ROSEMOUNT SPECIALTY PRODUCTS LLC

By: _____

Name: Catherine G. Merkel

Title: Authorized Individual

PAINÉ ENTITIES:

P.E. HOLDINGS, INC.

By: 

Name: Roy T. Ferguson

Title: President

PAINÉ ELECTRONICS, LLC

By: 

Name: Roy T. Ferguson

Title: Manager

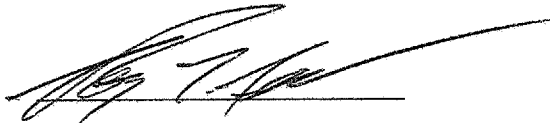
PAINÉ ELECTRONICS IC-DISC, INC.

By: 

Name: Roy T. Ferguson

Title: President

REPRESENTATIVE:



Roy Ferguson

ASSET PURCHASE AGREEMENT

by and among

ROSEMOUNT SPECIALTY PRODUCTS LLC,

P.E. HOLDINGS, INC.,

PAINE ELECTRONICS, LLC,

PAINE ELECTRONICS IC DISC, INC.,

CERTAIN SHAREHOLDERS OF P.E. HOLDINGS, INC.,

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RECITALS

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1.3 "Adjustment Amount" has the meaning set forth in Section 2.7(c).

1.4 "Adjustment Escrow Amount" means \$250,000.

1.5 "Advisors" means, collectively, Cascadia Capital, LLC and Peterson Russell Kelly, PLLC and any other financial or legal advisors to Paine Entities or one or

1.97 "Intellectual Property" means: intellectual property of any type throughout the world, including, but not limited to: (i) patents, patent applications and statutory invention registrations, including, but not limited to, continuations,

continuations-in-part, divisions, provisional and non-provisional applications, reexaminations, reissues and extensions; (ii) trademarks, service marks, trade names, brand names, logos and corporate names, slogans, trade dress and other indicia of source of origin, whether or not registered, including all common law rights thereto and all goodwill associated therewith, and registrations and applications for registration thereof; (iii) writings, images, content and other expressive works, whether copyrightable or not, in any jurisdiction, and all copyrights, including design rights, whether registered or common law, and registrations and applications for registration thereof, including the right to make derivative works and all other associated statutory rights; (iv) all rights existing in any database, including database rights and industrial property rights; (v) trade secrets, know-how, confidential or proprietary technical, business and other information, including, but not limited to processes, techniques, methods, procedures, specifications, plans, training materials, playbooks and workflows, algorithms, supplier information, prospect lists, customer lists, projections, analyses, market studies; (vi) domain names; (vii) rights of publicity and privacy, rights to personal information and moral rights; (viii) shop rights; (ix) inventions (whether patentable or unpatentable), invention disclosures, discoveries, ideas, developments, data, works of authorship; (x) Software; (xi) all rights to any of the foregoing provided in international treaties and convention rights; (xii) the right and power to assert, defend and recover title to any of the foregoing; (xiii) all rights to assert, defend and recover for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any of the foregoing; and (xiv) all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to any of the foregoing.

Schedule 4.15(a) Scheduled Company Intellectual Property

Trademarks, Services Marks, Trade names

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By: Catherine G. Merkel

Name: Catherine G. Merkel

Title: Authorized Individual

PAINÉ ENTITIES: **P.E. HOLDINGS, INC.**

By:

Name:

Title:

PAINÉ ELECTRONICS, LLC

By:

Name:

Title:

PAINÉ ELECTRONICS IC DISC, INC.

By:

Name:

Title:

REPRESENTATIVE:

Roy Ferguson

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BUYER:

ROSEMOUNT SPECIALTY PRODUCTS LLC

By: _____

Name: Catherine G. Merkel

Title: Authorized Individual

PAINÉ ENTITIES:

P.E. HOLDINGS, INC.

By: 

Name: Roy T. Ferguson

Title: President

PAINÉ ELECTRONICS, LLC

By: 

Name: Roy T. Ferguson

Title: Manager

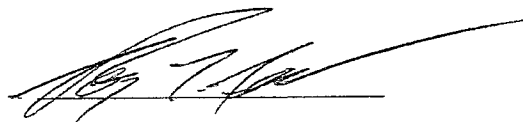
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Title: President

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Roy Ferguson