

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROCKWELL AUTOMATION, INC.		10/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ROCKWELL AUTOMATION DIAMOND HOLDINGS, INC.		
Street Address:	1201 SOUTH SECOND ST., E-7F19		
City:	MILWAUKEE		
State/Country:	WISCONSIN		
Postal Code:	53204		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87745100	CONNECTEDPRODUCTION	
Registration Number:	4199118	OPTILIFT	
Registration Number:	4418910	OPTILIFT	
Registration Number:	2833375	TOTALACCESS	
Registration Number:	3762296	VMONITOR	
Registration Number:	4555505	VMONITOR	
CORRESPONDENCE DATA			
Fax Number:	2149994667		
<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:	214-999-4702		
Email:	IPDocketing@foley.com		
Correspondent Name:	KAY LYN SCHWARTZ c/o FOLEY & LARDNER LLP		
Address Line 1:	2021 MCKINNEY AVENUE, SUITE 1600		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	123960-3000, et al		
NAME OF SUBMITTER:	Kay Lyn Schwartz		
SIGNATURE:	/Kay Lyn Schwartz/		

OP \$165.00 87745100

DATE SIGNED:	11/11/2019
---------------------	------------

Total Attachments: 6

source=IP ASSIGNMENT1#page1.tif

source=IP ASSIGNMENT1#page2.tif

source=IP ASSIGNMENT1#page3.tif

source=IP ASSIGNMENT1#page4.tif

source=IP ASSIGNMENT1#page5.tif

source=IP ASSIGNMENT1#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of October 1, 2019, is made by ROCKWELL AUTOMATION, INC. a Delaware corporation, having an address of 1202 South 2nd Street, Milwaukee, Wisconsin 53204 (“**Assignor**”), in favor of ROCKWELL AUTOMATION DIAMOND HOLDINGS, INC., a Delaware corporation, having an address of 1201 South Second St., E-7F19, Milwaukee, WI, 53204 (“**Assignee**”).

WHEREAS, pursuant to the Contribution Agreement (the “**Contribution Agreement**”), dated as of October 1, 2019, by and between Assignor and Assignee, Assignee has acquired and Assignor has assigned various assets, including the Assigned IP (defined below), to Assignee.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby confirms that it assigns to Assignee, and Assignee hereby accepts, all of Assignor’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 (the “**Patents**”);

(b) the trademark registrations and trademark 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; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Contribution Agreement, the transfer of Assignor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) 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;

(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. Assignor 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 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. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Contribution 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 representations, warranties, covenants, agreements, and indemnities contained in the Formation 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 Contribution Agreement and the terms hereof, the terms of the Contribution 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

ROCKWELL AUTOMATION, INC.

By 

Name: John Miller

Title: Vice President

AGREED TO AND ACCEPTED:

ROCKWELL AUTOMATION DIAMOND
HOLDINGS, INC.

By

Name: Karen A. Balistreri

Title: Assistant Secretary

**SIGNATURE PAGE TO THE RECORDABLE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
BETWEEN ROCKWELL AUTOMATION, INC. AND ROCKWELL AUTOMATION DIAMOND
HOLDINGS, INC.**

**TRADEMARK
REEL: 006793 FRAME: 0364**

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

ROCKWELL AUTOMATION, INC.

By

Name: John Miller

Title: Vice President

AGREED TO AND ACCEPTED:

ROCKWELL AUTOMATION DIAMOND
HOLDINGS, INC.

By

Name: Karen A. Balistreni

Title: Assistant Secretary

**SIGNATURE PAGE TO THE RECORDABLE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
BETWEEN ROCKWELL AUTOMATION, INC. AND ROCKWELL AUTOMATION DIAMOND
HOLDINGS, INC.**

**TRADEMARK
REEL: 006793 FRAME: 0365**

SCHEDULE 1

ASSIGNED PATENTS

Title	Status	Country	Application No.	Filing Date	Patent No.
SYSTEM AND METHOD FOR WIRELESS SIGNAL COMMUNICATION IN AN OIL FIELD ENVIRONMENT	Issued	United States	11/931,842	10/31/2007	8,289,994

SCHEDULE 2

ASSIGNED TRADEMARKS

Mark	Status	Country	Application No.	Int. Class	Registration No.
ConnectedProduction	Pending	United States	87745100	9, 42	
OPTILIFT	Registered	United States	85153513	42	4199118
OPTILIFT	Registered	United States	85153521	9	4418910
TOTALACCESS	Registered	United States	76016913	9	2833375
VMONITOR	Registered	United States	77665408	42	3762296
VMONITOR	Registered	United States	86102076	9	4555505

4836-2676-3429.3