

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automatic Timing and Controls, Inc.		09/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Grace Technologies, Inc.		
Street Address:	1515 East Kimberly Road		
City:	Davenport		
State/Country:	IOWA		
Postal Code:	52807		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5389389	POWER X	
Registration Number:	5389388	X VAC VDC - L2 + - L3 + POWER - L1 + - G	
Registration Number:	6016179	POWER L1 L2 L3 GD	
Serial Number:	88027892	POWER L1 L2 L3 GD ACV DCV TEST CHG LO CH	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	515-218-7888		
Email:	docketing@goodhue.com		
Correspondent Name:	Goodhue, Coleman & Owens, P.C.		
Address Line 1:	12951 University Ave., Ste 201		
Address Line 4:	Clive, IOWA 50325		
NAME OF SUBMITTER:	Miranda Cyr		
SIGNATURE:	/Miranda Cyr/		
DATE SIGNED:	10/05/2021		
Total Attachments: 4			
source=ATC-GRACE-TRADEMARK-ASSIGNMENT-EXECUTED_9-27-21#page1.tif			
source=ATC-GRACE-TRADEMARK-ASSIGNMENT-EXECUTED_9-27-21#page2.tif			

CH \$115.00 5389389

source=ATC-GRACE-TRADEMARK-ASSIGNEMENT-EXECUTED_9-27-21#page3.tif

source=ATC-GRACE-TRADEMARK-ASSIGNEMENT-EXECUTED_9-27-21#page4.tif

TRADEMARK ASSIGNMENT ACCOMPANYING ASSET PURCHASE AGREEMENT

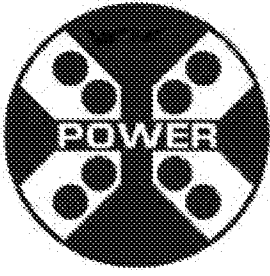
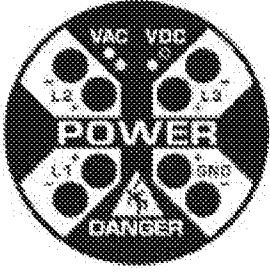
This Trademark Assignment Agreement is made by and between:

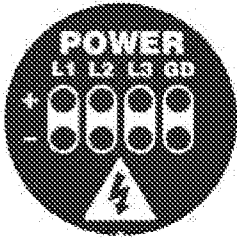
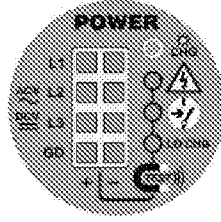
Automatic Timing and Controls, Inc., a corporation organized and existing under the laws of the State of Delaware, and located at 8019 Ohio River Blvd., Newell, West Virginia, 26050 (the Assignor) of the one part; and

Grace Technologies, Inc., a corporation organized and existing under the laws of the State of Iowa, and located at 1515 East Kimberly Rd, Davenport, Iowa 52807 (the Assignee) of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademarks and trademark applications set forth as follows (hereinafter referred to as "Trademarks"):

<u>Trademark</u>	<u>Filed</u>	<u>Application No. or Registration No.</u>
POWER X 	11/30/2016	87251731 5389389
X VAC VDC - L2 + - L3 + POWER - L1 + - GND + DANGER 	11/30/2016	87251713 5389388
POWER L1 L2 L3 GD	7/6/2018	88028136 6016179

		
<p>POWER L1 L2 L3 GD ACV DCV TEST CHG LO CHG</p> 	7/6/2018	88027892

WHEREAS, the Assignee, desires to acquire from the Assignor the Trademarks and all rights, title, and interests in and to said Trademarks, in accordance with the terms and conditions of this Agreement.

WHEREAS, the Assignee is the successor to the entire portion of the business of Assignor to which the said Trademarks pertain, as shown in the Asset Purchase Agreement, and such business is ongoing and existing.

NOW THEREFORE, the Parties hereto have agreed and presently agree as follows:

For valuable consideration, the receipt and adequacy of which is hereby acknowledged and in fulfillment of pre-existing obligation of assignment, the Assignor hereby conveys, transfers, and assigns to the Assignee all of the Assignor's right, title, and interest of whatever kind in the Trademarks, together with

- 1) the goodwill of the business relating to the products and services on which the Trademarks are used and for which they are registered or pending,
- 2) the trademark registrations and application set forth herein and all issuances, extension, and renewals thereof,
- 3) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks, and
- 4) all rights to sue for past, present, and future infringement or misappropriations of the Trademarks. The Assignor further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks and its related property.

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 Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

The Assignor further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks and its related property.

[Signature Page Follows]

In witness whereof, the Assignor has duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNOR:

Automatic Timing and Controls, Inc.

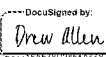
Signature:  _____

Name: Joseph J. Colletti, Jr.

Title: Senior Vice President, Automatic Timing and Controls, Inc.

ASSIGNEE:

Grace Technologies, Inc.

Signature:  _____

Printed Name: Drew Allen

Title: President, Grace Technologies, Inc.

Signature Page Trademark Assignment Accompanying Asset Purchase Agreement