

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835595

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900794895		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metalman Work Gear Co.		08/17/2023	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Techniweld USA, Inc.		
Street Address:	6205 Boat Rock Blvd SW		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30336		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6245427	OPTICLEAR	
Registration Number:	6260216	METAL MAN	
Registration Number:	3808547	METAL MAN	
Registration Number:	3902058	METAL MAN	
CORRESPONDENCE DATA			
Fax Number:	7708176126		
<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:	7706689300		
Email:	cpollack@galegal.com		
Correspondent Name:	Charles I. Pollack		
Address Line 1:	1050 Crown Pointe Pkwy.		
Address Line 2:	Suite 410		
Address Line 4:	Atlanta, GEORGIA 30338		
NAME OF SUBMITTER:	Charles I. Pollack		
SIGNATURE:	/Charles I. Pollack/		
DATE SIGNED:	08/30/2023		
Total Attachments: 6			

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Assignment**”), August 17, 2023, is made by and between MetalMan Work Gear Co., a Wisconsin corporation (“**Assignor**”), and Techniweld USA, Inc., a Georgia corporation (“**Assignee**”). Each capitalized term or phrase used and not defined in this Assignment has the meaning ascribed to that term or phrase in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated of even date herewith (the “**Purchase Agreement**”), pursuant to which Assignee has agreed to purchase the Assets from Assignor, including, but not limited to, all of Assignor’s right, title, and interest in and to the Intellectual Property Assets.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute any instrument as Assignee may reasonably request in order to effectively assign, transfer, grant, convey, assure, and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of the Intellectual Property Assets.

WHEREAS, in accordance therewith, Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to accept the transfer and assignment of, all of Assignor's worldwide right, title, and interest in, to, and under the Intellectual Property Assets.

NOW, THEREFORE, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement in accordance with the terms of the Purchase Agreement, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s right, title, and interest in, to, and under the Intellectual Property Assets, together with the goodwill of the Business associated therewith and that is symbolized thereby, all rights to sue for infringement of any Intellectual Property Assets, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee and its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Specific Intellectual Property Assets.** For purposes of this Assignment, the phrase “Intellectual Property Assets” includes, without limitation, the Marks and Net Names listed on Schedule 1 attached hereto, together with all registrations, continuation, applications for registration, and all division, reissues, continuations and extensions thereof.

3. **Authorization.** Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the appropriate empowered officials of the relevant States or other

appropriate jurisdictions (including any domain name registrar) to transfer all registrations and applications for the Assigned IP to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may reasonably direct, in accordance with this Assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark, service mark or other intellectual property included in the Assigned IP, in accordance with this Assignment.

4. Further Action and Assurance. Assignor will cooperate with Assignee to undertake and complete all steps reasonably necessary to establish the record of Assignee's title to the Intellectual Property Assets, including, but not limited to, filing the necessary ownership assignment or transfer documents with the applicable government agency or department (including, but not limited to, Articles of Amendment to be filed with the Wisconsin Department of Financial Institutions changing Assignor's name to a name dissimilar to "MetalMan Work Gear Co.", or any derivation thereof).

5. Relationship with the Purchase Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty except as provided in and by the Purchase Agreement. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.

6. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, this Assignment shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to conflict of laws principles.

7. Entire Agreement. This Assignment, together with the Purchase Agreement, constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter of this Assignment. This Assignment can only be modified by a written amendment signed by the parties.

8. Execution and Delivery. This Assignment may be executed in one or more counterparts, each of which shall, for all purposes, be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by e-mail or facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes.

9. Authority. Each person executing and delivering this Assignment on behalf of a party represents and warrants that the individual has the authority to execute and deliver this Assignment on behalf of that party and to bind that party under this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

METALMAN WORK GEAR CO.

By: David Anderson
David Anderson
Its: President

ASSIGNEE:

TECHNIWELD USA, INC.

By: Hunter Johnson
Hunter Johnson
Its: President

[Signature Page to Assignment of Intellectual Property]

SCHEDULE I

Specific Assigned Intellectual Property

(a) Marks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Serial Number(s)</u>	<u>Registration Number</u>
Opticlear	USPTO	January 12, 2021	90027886	6245427
Metal Man	USPTO	February 2, 2021	90011506	6260216
Metal Man	USPTO	June 22, 2010; 10-Year Renewal Accepted April 2, 2021	77979531	3808547
Metal Man	USPTO	January 4, 2011	77963121	3902058

(b) Net Names

<u>Net Name/Domain Name</u>	<u>Registrar</u>	<u>Date Registered</u>	<u>Registration Number</u>
metalmangear.com	GoogleDomains		
metalmankworkgear.com	GoogleDomains		
welderhelp.com	GoogleDomains		
weldershlp.com	GoogleDomains		
weldinghelmetmetalman.com	GoogleDomains		
weldingmetalman.com	GoogleDomains		
ntwelderhelp.com	GoogleDomains		