

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fillmore Systems, Inc.		01/15/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	ExtraTech Systems, LLC		
Street Address:	c/o Rosewood Private Investments		
Internal Address:	2101 Cedar Springs Road, Suite 1600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3179863	EXTRATECH	
CORRESPONDENCE DATA			
Fax Number:	2149993623		
<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:	214-999-4344		
Email:	slaicer@gardere.com		
Correspondent Name:	Michael W. Dubner		
Address Line 1:	Gardere Wynne Sewell LLP		
Address Line 2:	1601 Elm St., 29th Floor		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	141305-3000		
NAME OF SUBMITTER:	Michael W. Dubner		
SIGNATURE:	/Michael W. Dubner/		
DATE SIGNED:	02/19/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Agreement*"), dated as of January __, 2015, and effective as of January 1, 2015, is made and entered by and between Fillmore Systems, Inc., a Minnesota corporation doing business as ExtraTech Corporation ("*Assignor*") and ExtraTech Systems, LLC, a Delaware limited liability company ("*Assignee*") (collectively, the "*Parties*").

WHEREAS, Assignor is the owner of all right, title, and interest in, to and under the trademarks identified in **Schedule A** (hereinafter referred to as the "Trademarks") and has the full right to make the conveyance herein;

WHEREAS, Assignee desires, and Assignor has agreed to assign to Assignee, its entire right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the Parties to this Agreement as follows:

1. Assignor hereby sells, assigns and transfers to Assignee its entire right, title, and interest, whether statutory or common law rights, in, to and under the Trademarks, and the applications and registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademarks and all rights and causes of action to recover past, present or future damages, royalties, fees, profits or other relief, including but not limited to, equitable and injunctive relief ensuing from infringement of the Trademarks.

2. Each of the Parties hereby promises, covenants, and agrees, to refrain from disclosing the terms of this Agreement, and each of the Parties agrees to hold the terms of this Agreement in strict confidence and not to disclose, provide, transfer or make available the same, unless required by law, regulation or order.

3. If any term or provision in this Agreement is held to be unenforceable, the remainder of the Agreement shall not be affected.

4. This Agreement shall be binding upon and inure to the benefit of the employees, officers, agents, representatives, heirs, administrators, executors, successors, transferees and assigns of the Parties.

5. This Agreement may be executed in one or more counterparts, all of which shall, upon execution and delivery of identical counterparts by the Parties, comprise a single agreement. Counterpart signatures may be exchanged by facsimile or other electronic transmission.

6. The Parties, without further consideration, agree to execute and deliver other documents and take other and further actions as may be necessary to more fully effectuate or consummate the subject matter of this Agreement.

7. Any modification or waiver of any provision of this Agreement, or any consent to any departure from the terms of this Agreement, shall not be binding unless in writing and signed by all of the Parties to this Agreement.

8. This Agreement shall be deemed to have been written, approved and accepted in the State of Texas, United States of America. The construction and interpretation of this Agreement, wherever executed, and wherever to be performed shall be governed by the laws of the State of Texas, United States of America.

9. The signatories hereto and the Parties represent that they are fully authorized to enter into this Agreement.

10. The rights and obligations of the Parties set forth herein shall remain in effect without limitation as to time.

11. In the event that either of the Parties hereto deem it necessary to employ counsel and institute any action to enforce the terms of this Agreement, the Parties hereto stipulate and agree that any and all attorneys' fees, paralegal's fees and costs associated with such action, at all levels, shall be paid by the non-prevailing party to the prevailing party.

12. The waiver of breach of this Agreement shall not constitute a waiver of any subsequent breach. Any waiver of a provision of this Agreement must be in writing.

13. The Parties agree that time is of the essence in performing their respective obligations under this Agreement.

WHEREFORE, the undersigned represent and warrant that they have full power and authority to enter into and execute this Agreement on behalf of their respective Parties.

[INTENTIONALLY LEFT BLANK]

FILLMORE SYSTEMS, INC.

By: James Fillmore
Name: JAMES FILLMORE
Title: Pres

Date: 1/15/2015

STATE OF Idaho)
) ss:
COUNTY OF Latah)

The foregoing instrument was sworn to and subscribed before me this 15th day of January, 2015, by James Fillmore, who:
 produced a driver's license issued by the State of Idaho Department of Highway Safety and Motor Vehicles as identification; or

Kristine M. Scott
Notary Public
State of Idaho

Kristine M. Scott
NOTARY PUBLIC, STATE OF
Kristine M. Scott
(Print, Type or Stamp Commissioned Name of Notary Public)

EXTRATECH SYSTEMS, LLC

By: _____
Derry Burns, Vice President

Date: _____

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015, by _____, who:
 produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or

NOTARY PUBLIC, STATE OF

(Print, Type or Stamp Commissioned Name of Notary Public)

FILLMORE SYSTEMS, INC.

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015, by _____, who:
 produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or

NOTARY PUBLIC, STATE OF

(Print, Type or Stamp Commissioned Name of Notary Public)

EXTRATECH SYSTEMS, LLC

By: *[Signature]*
Derry Burns, Vice President
Date: 1-15-15

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

The foregoing instrument was sworn to and subscribed before me this 15 day of January, 2015, by J. Derry Burns, who:
 produced a driver's license issued by the Texas Department of Highway Safety and Motor Vehicles as identification; or

Corie Clifton
NOTARY PUBLIC, STATE OF

(Print, Type or Stamp Commissioned Name of Notary Public)



Schedule A

1.

Trademark	Appl'n/Reg. No.
EXTRATECH	Reg No. 3179863

2. Any and all trademark rights acquired through the use of any and all domain names identified in **Schedule B**, or through use of the websites located at or accessible via such domain names.

3. Any and all trademark rights that relate to the Business. "**Business**" means the business of Fillmore Systems, Inc. as conducted or proposed to be conducted as of the date hereof, including, without limitation, the development, manufacturing, assembly and programming of motion controllers, software, interface modules, hardware and products used in 3D printing.