

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FCI Environmental, Inc.		03/31/2017	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Testing Machines, Inc.		
Street Address:	40 McCullough Drive		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4364445	PETROSENSE	
CORRESPONDENCE DATA			
Fax Number:	8666021214		
<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:	2128082700		
Email:	rizzosd@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	620 EIGHTH AVENUE		
Address Line 2:	37TH FLOOR		
Address Line 4:	NEW YORK, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	144027.00002		
NAME OF SUBMITTER:	Samantha Rizzo		
SIGNATURE:	/Samantha Rizzo/		
DATE SIGNED:	05/01/2017		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Assignment") is made and entered into as of March 31, 2017, by FCI Environmental, Inc., a Nevada corporation d/b/a "PetroSense" and OxySense, Inc., a Delaware corporation (collectively, "Sellers"), in favor of Testing Machines, Inc., a Delaware corporation ("Purchaser"), the purchaser of substantially all of the assets of Sellers pursuant to an Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), by and among Sellers; MO2, Inc. a Delaware corporation and the sole stockholder of each Seller; Purchaser; and, solely for the purposes of Sections 8.2, 8.3 and 8.4 thereto, R. Kenyon Culver. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, pursuant to the terms of the Purchase Agreement, Sellers have agreed to sell, convey, assign, transfer and deliver to Purchaser, free and clear of any Encumbrances other than Permitted Encumbrances, all right, title and interest in, to and under the Acquired Assets, including but not expressly limited to, Sellers' Intellectual Property, and has agreed to execute and deliver this Assignment and such other Intellectual Property transfer agreements as are necessary to vest in Purchaser, all right, title and interest in, to and under the Intellectual Property, and, as applicable, for recording with governmental entities including, but not expressly limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution and performance of the Purchase Agreement, Purchaser's payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably sell, convey, assign, transfer and deliver to Purchaser, and Purchaser hereby accepts, all of Sellers' right, title and interest in, to and under the following assets:

(a) any patents and patent applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof which have been or shall be issued in the United States and all foreign countries on the inventions to the full end of the term or terms for which the patents may be granted, as fully and entirely as the same would have been held by the undersigned Sellers had this Assignment not been made; and specifically including all rights of priority created by such patents under any treaty, convention or law relating thereto;

(b) any trademark registrations and applications and any unregistered trademarks together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, and any trade name registrations and applications, together with

the goodwill connected with the use of and symbolized thereby and all issuances, extensions, and renewals thereof;

(c) any and all materials including works of authorship, expressions and designs considered copyrightable subject matter, whether or not the subject matter of copyright registrations or copyright applications;

(d) any copyright registrations, applications for registration, exclusive copyright licenses and unregistered copyrights and all issuances, extensions and renewals thereof;

(e) any and all potentially patentable technology for which patent applications have not yet been filed;

(f) any and all trade secrets and/or unregistered intellectual property of Sellers, regardless of whether or not the same have been described herein or otherwise disclosed to Purchaser;

(g) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(h) any and all goodwill, licenses and sublicenses granted and obtained, and other Contracts and contract rights with respect to any and all of the foregoing;

(i) all other Intellectual Property, including, without limitation, Sellers' domain names;

(j) 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

(k) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Sellers hereby authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by Purchaser. Sellers shall execute any documents, files, registrations, or other similar items, as Purchaser may reasonably request, including the Trademark Assignments attached as Exhibits A-1 and A-2 hereto, to ensure that Sellers' Intellectual Property is properly assigned to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, altered, modified or expanded hereby but shall remain in full force and effect to the full extent provided therein, and that this Assignment shall be subject to the terms and provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Amendment. This Assignment may not be altered, modified, or amended except by a written instrument signed by each of the parties hereto.

7. Governing Law. This 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

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

SELLERS:

FCI ENVIRONMENTAL, INC.

By: 
Name: R. Kenyon Culver
Title: President & CEO

OXYSENSE, INC.

By: 
Name: R. Kenyon Culver
Title: President & CEO

AGREED TO AND ACCEPTED:

PURCHASER:

TESTING MACHINES, INC.

BY: 

Name: James P. Neville

Title: President & CEO

Exhibit A-1

OxySense Trademark Assignment

[See Attached.]

TRADEMARK ASSIGNMENT

WHEREAS, **OxySense, Inc.**, a Delaware corporation doing business at 13111 N. Central Expressway, Suite 400, Dallas, Texas 75243 US ("ASSIGNOR"), desires to convey, transfer, assign, deliver, and contribute to **Testing Machines, Inc.**, a Delaware corporation, (the "Assignee"), having a place of business at 40 McCullough Drive, New Castle, Delaware 19720 US, ("ASSIGNEE") all of the right, title, and interest in the registered trademarks listed on the attached **Schedule "A"** and any U.S. common law or foreign rights associated with such marks (collectively, the "TRADEMARKS").

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the TRADEMARKS.

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in and to the TRADEMARKS together with the goodwill of the business symbolized by the TRADEMARK.

Signed this 31 day of NOV, 2017

ASSIGNOR:

OxySense, Inc.,

By: 

Ken Culver

Its: President & Chief Executive Officer

SCHEDULE "A"

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
OXYSENSE	2,663,246	12/17/2002
O2XYDOT (Stylized)	2,666,563	12/24/2002
OXYSENTRY	3,750,530	02/16/2010
KNOOX	3,990,072	07/05/2011

Exhibit A-2

PetroSense Trademark Assignment

[See Attached.]

TRADEMARK ASSIGNMENT

WHEREAS, FCI Environmental, Inc., a Nevada corporation doing business at 13111 N. Central Expressway, Suite 400, Dallas, Texas 75243 US ("ASSIGNOR"), desires to convey, transfer, assign, deliver, and contribute to Testing Machines, Inc., a Delaware corporation, (the "Assignee"), having a place of business at 40 McCullough Drive, New Castle, Delaware 19720 US, ("ASSIGNEE") all of the right, title, and interest in U.S. Registration No. 4,364,445 for the mark PETROSENSE and any U.S. common law or foreign rights associated with such mark (collectively, the "TRADEMARK").

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the TRADEMARK.

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in and to the TRADEMARK together with the goodwill of the business symbolized by the TRADEMARK.

Signed this 31 day of March, 2017

ASSIGNOR:

FCI Environmental, Inc.,

By: 

Ken Culver

Its: 