

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432046

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sub-One Technology, Inc.		08/28/2015	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sub-One Technology, LLC		
<b>Street Address:</b>	7620 N Hartman Ln #168		
<b>City:</b>	Tucson		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85743		
<b>Entity Type:</b>	Limited Liability Company: ARIZONA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3738747	SUB-ONE TECHNOLOGY SUB ONE	
<b>Registration Number:</b>	3738744	SUB-ONE	
<b>Registration Number:</b>	3315566	SUB-ONE TECHNOLOGY	
<b>Registration Number:</b>	3333391	INNERARMOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8008613071		
<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>			
<b>Phone:</b>	949-743-4912		
<b>Email:</b>	Quan@ntiplaw.com, judy@ntiplaw.com, karla@ntiplaw.com		
<b>Correspondent Name:</b>	Nguyen and Tarbet, LLC.		
<b>Address Line 1:</b>	4199 Campus Drive, Suite 550		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>NAME OF SUBMITTER:</b>	Quan Nguyen		
<b>SIGNATURE:</b>	/Quan Nguyen/		
<b>DATE SIGNED:</b>	06/21/2017		
<b>Total Attachments: 8</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of August 28, 2015 (the “**Effective Date**”), is made by Sub-One Technology, Inc. (“**Assignor**”), a California corporation, in favor of Sub-One Technology, LLC (“**Assignee**”), an Arizona limited liability company, in connection with the transfer of all assets of Assignor to Assignee pursuant to an Asset Purchase Agreement between Assignor and Assignee, dated on or about the Effective Date (the “**Principal Agreement**”).

Whereas, under the terms of the Principal Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office (“**USPTO**”).]

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. In consideration of the execution of the Principal Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications, including without limitation those trademarks listed on Exhibit A, (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) registrations of all internet domain names, whether or not incorporating Assignor’s trademarks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority, including those listed on Exhibit B;

(c) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party (“**Licenses**”);

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; 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 authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. Appointment of Attorney In-Fact. Assignor irrevocably appoints Assignee as Assignor's true and lawful attorney in-fact and agent, with full power of substitution, for its name, place and stead, to demand and receive all assets, tangible, and intangible, hereby assigned and to execute, acknowledge, and deliver in the name of Assignor all such further documents and to take such actions as may reasonably be required to perfect and record the assets hereby assigned and to protect the right, title and interest therein and enjoyment thereof.

4. Representations and Warranties. Assignor hereby represents and warrants to Assignee that, as of the Effective Date, all representations and warranties made by Assignor (as Seller) in the Principal Agreement are true and correct.

5. Disclaimers. The terms of the Principal Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Principal 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 Principal Agreement and the terms hereof, the terms of the Principal Agreement shall govern.

6. General.

(a) Entire Agreement. This Trademark Assignment, together with the Principal Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

(d) Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

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

SUB-ONE TECHNOLOGY, INC.

By: *el R*

8128115

Name: Isidore ("Dore") Rosenblum

Title: President

Address for Notices:

240-6025 11 Street SE  
Calgary, Alberta  
Canada T2P 3C4

**ACKNOWLEDGMENT**

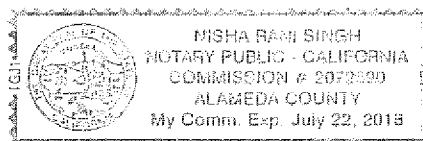
STATE OF CALIFORNIA )  
 )SS.  
COUNTY OF Alameda. )

On the <sup>28<sup>th</sup></sup> ~~31<sup>st</sup>~~ day of August, 2015, before me personally appeared Isidore ("Dore") Rosenblum, to me known, who, being duly sworn, did depose and say that he is the President of Sub-One Technology, Inc., the California corporation described and that he duly executed the foregoing instrument for and on behalf of Sub-One Technology, Inc. (the Assignor); being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of Sub-One Technology, Inc., Assignor.

*Misha*

Notary Public  
Printed Name: Misha Ravi Singh

My Commission Expires: 7-22-2018



**EXHIBIT A**  
**ASSIGNED TRADEMARKS**

**3.09(a) Intellectual Property**

(i) Intellectual Property Registrations

<b>Patent Title</b>	<b>Comments</b>
Apparatus for directing plasma flow to coat internal passegeways	US: Pat. No. 7,444,955 (04-Nov-08)
Method and system for coating internal surfaces of prefabricated process piping in the field	US: Pat. No. 7,300,684 (27-Nov-07)
Method and system for coating internal surfaces using reverse-flow cycling	US: Pat. No. 7,541,069 (2-June-09)
Method and system for coating sections of internal surfaces	US: Pat No 7,608,151 (27-Oct-2009)
Electrode systems and methods of using electrodes	US: Pat no 7626135 B2 (1-Dec-2009)
System and method for treating surfaces of components	US pat no 7838793 (23-Nov-10)
Method for producing diamond-like carbon coatings using diamondoid precursors on internal surfaces	US 8105660 (31-Jan-2012)
Plasma enhanced bonding for improving adhesion and corrosion resistance of deposited films	US: Pat no 7629031 (8-Dec-09)
Corrosion-resistant internal coating method using a germanium-containing precursor and hollow cathode techniques	US: Pat no 8394197 (12-Mar-2013)
Method of coating inner and outer surfaces of pipes for thermal solar and other applications	US: Pat no 8343593 (1-Jan-13)
Apparatus for directing plasma flow to coat internal passegeways	US pat no 7838085 (23-Nov-10)
Chemical vapor deposition for an interior of a hollow article with high aspect ratio	US pat no 8715789 (6-May-14)
MULTIPLE ANODE PLASMA FOR CVD IN A HOLLOW ARTICLE	Application 14/255,596

<b>Trademark Reg. Number</b>	<b>Word Mark</b>
<u>3738747</u>	<u>SUB-ONE TECHNOLOGY SUB ONE</u>
<u>3738744</u>	<u>SUB-ONE</u>
<u>3315566</u>	<u>SUB-ONE TECHNOLOGY</u>
<u>3333391</u>	<u>INNERARMOR</u>



**EXHIBIT B**  
**ASSIGNED DOMAIN NAMES**

(ii) Intellectual Property Assets

Domain Name: SUB-ONE.COM

Name	description
InnerArmor Coating System (ICS) Part one PLC control	<b>Sub-One developed PLC machine control software</b> Source code stored on Sob-One server
InnerArmor Coating System (ICS) Part two <b>Human Machine Interface (HMI)</b>	<b>Sub-One developed Human Machine Interface (HMI) software</b> Source code stored on Sub-One server Visual Source safe
SubOneWorld	<b>Sub-One developed Web based software</b> <b>Installed on</b> Sub-One network server Source code stored on Sub-One server
SubOneConnector	<b>Sub-One developed Web based software</b> <b>Installed on</b> all machine computers Source code stored on Sub-One server
Sub-One Recipe Converter	<b>Sub-One developed Utility software</b> Source code stored on Sub-One server