

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459561

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Scott David Radke | | 01/23/2018 | INDIVIDUAL: |
| RECEIVING PARTY DATA | | | |
| Name: | Polyfusion Synthesizers, LLC | | |
| Street Address: | 2428 N Humboldt Blvd | | |
| City: | Milwaukee | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53212 | | |
| Entity Type: | Limited Liability Company: WISCONSIN | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87416699 | POLYFUSION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4142715770 | | |
| <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: | 4142717590 | | |
| Email: | mariem@andruslaw.com | | |
| Correspondent Name: | Marie Mikolainis | | |
| Address Line 1: | 100 E Wisconsin Ave, Suite 1100 | | |
| Address Line 4: | Milwaukee, WISCONSIN 53202 | | |
| NAME OF SUBMITTER: | Aaron T. Olejniczak | | |
| SIGNATURE: | /Aaron T. Olejniczak/ | | |
| DATE SIGNED: | 01/26/2018 | | |
| Total Attachments: 2 | | | |
| source=2018-01-23 SIGNED Assignment#page1.tif | | | |
| source=2018-01-23 SIGNED Assignment#page2.tif | | | |

OP \$40.00 87416699

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made on January 23, 2018 (the effective date) by and between:

Scott David Radke, an individual having an address at 484 East Sonora Road, Palm Springs, California 92264 (the "Assignor"); and

Polyfusion Synthesizers, LLC, a Wisconsin Limited Liability Corporation organized and existing under the laws of Wisconsin, and located at 2428 North Humboldt Boulevard, Milwaukee, WI 53212 (the "Assignee").

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 trademark registration (the "Trademark") in the United States (the "Territory") of which the particulars are set forth as follows:

| Trademark | Class | Appln. No. | Appln. Date |
|-------------------|-------|------------|-------------|
| polyfusion | 15 | 87/416,699 | 4/19/2017 |

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title and interest, in and to the Trademark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Trademark to Assignee, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of **\$1,000 US dollars** (one thousand US dollar only) paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby assign to the Assignee all rights, title and interests and goodwill derived from and in connection with the Trademark in the Territory.

2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests and goodwill derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory. The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark. Assignor agrees to cooperate with Assignee in all respects, now and in the future, to perfect the transfer of rights contemplated by this Agreement.

4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations for recordation of this assignment.

5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of Wisconsin.

6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.

7. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.

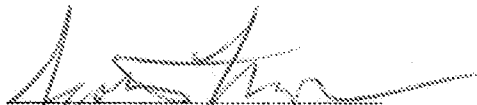
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 23RD day of January, 2018.


For and on behalf of the Assignor,
Scott David Radke

For and on behalf of the Assignee,
Polyfusion Synthesizers, LLC

Signature



Signature



By

SCOTT RADKE

Title

CEO