

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488224

<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>
TX RX SYSTEMS INC.		08/31/2018	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMBILENT USA, INC.		
<b>Street Address:</b>	8625 Industrial Parkway		
<b>City:</b>	Angola		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14006		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1145963	SERIES NOTCH	
<b>Registration Number:</b>	1332998	T-PASS	
<b>Registration Number:</b>	1118671	TX RX SYSTEMS INC.	
<b>Registration Number:</b>	1105532	VARI-NOTCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2166428826		
<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>	2166423342		
<b>Email:</b>	whvipgroup@wegmanlaw.com		
<b>Correspondent Name:</b>	WEGMAN HESSLER & VANDERBURG		
<b>Address Line 1:</b>	6055 Rockside Woods blvd		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Independence, OHIO 44131		
<b>ATTORNEY DOCKET NUMBER:</b>	096600 020		
<b>NAME OF SUBMITTER:</b>	Charles Andrew Hayes		
<b>SIGNATURE:</b>	/CharlesAndrewHayes/		
<b>DATE SIGNED:</b>	08/31/2018		
<b>Total Attachments: 5</b>			

CH \$115.00 1145963

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*EXECUTION VERSION*

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of August 31, 2018 is made by TX RX Systems Inc. ("Seller"), a New York corporation, located at 8625 Industrial Parkway, Village of Angola, town of Evans, New York 14006, in favor of Combilent USA, Inc. ("Buyer"), a Delaware corporation, located at 8625 Industrial Parkway, Village of Angola, town of Evans, New York 14006, the purchaser of certain assets of Seller pursuant to the asset purchase agreement, dated as of August 31, 2018 (the "Purchase Agreement"), by and among Seller, Bird Technologies Group Inc., Buyer, and Combilent Holdings ApS.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):
  - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations, and renewals thereof (the "Patents");
  - (b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
  - (c) the common-law trademarks set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Common Law Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Common Law Trademarks;
  - (d) the registered domain names set forth on Schedule 4 hereto and all issuances, extensions, and renewals thereof (the "Domain Names"), together with the goodwill of the business connected with the use of, and symbolized by, the Domain Names;
  - (e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (f) 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
  - (g) 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.** Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the

officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.
5. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. **Governing Law.** This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

TX RX Systems Inc. )  
By: )  
Name: )  
Title: )  
Address for Notices: 30303 Aurora Road, Solon, )  
Ohio 44139 )

*Dennis G. Morgan*  
Dennis G. Morgan  
CFO

ACKNOWLEDGMENT )  
STATE OF OHIO ) SS.  
COUNTY OF CUYAHOGA )

On the 31<sup>st</sup> day of August, 2018, before me personally appeared Dennis G. Morgan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Financial Officer of TX RX Systems Inc., the New York Corporation, and acknowledged the instrument to be his free act and the free act of TX RX Systems Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires: \_\_\_\_\_

*Lesley A. Weigand*  
Notary Public  
Printed Name: LESLEY A. WEIGAND, Attorney  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

AGREED TO AND ACCEPTED:

COMBILENT USA, INC. )  
By: )  
Name: )  
Title: )  
Address for Notices: 20 North Martingale Road, )  
Suite 500, Schaumburg, Illinois 60173 )

*Claus Dall-Hansen*  
Claus Dall-Hansen  
CEO

ACKNOWLEDGMENT )  
STATE OF OHIO ) SS.  
COUNTY OF CUYAHOGA )

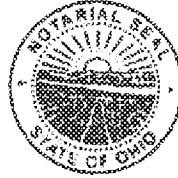
On the 31<sup>st</sup> day of August, 2018, before me personally appeared Claus Dall-Hansen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as Chief Executive Officer of Combilent USA, Inc., the Delaware

Corporation, and acknowledged the instrument to be his free act and the free act of Combilent USA, Inc., for the uses and purposes mentioned in the instrument.

My Commission Expires: \_\_\_\_\_

*Lesley A. Weigand*  
Notary Public

Printed Name: \_\_\_\_\_



LESLEY A. WEIGAND, Attorney  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date  
Section 147.83 O.R.C.

**SCHEDULE 2  
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
SERIES NOTCH	US	1,145,963	13-Jan-1981
T-PASS	US	1,332,998	30-Apr-1985
TX RX SYSTEMS INC. & DESIGN	US	1,118,671	22-May-1979
TX RX SYSTEMS INC. & DESIGN	CA	TMA236820	26-Oct-1979
VARI-NOTCH	US	1,105,532	7-Nov-1978
VARI-NOTCH & Design	CA	TMA236819	26-Oct-1979