

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Underground Systems, Inc.		08/09/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Atecnum Corporation		
Street Address:	3924 N. W. 27th Avenue		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33434		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4700640	PD3	
Serial Number:	87582326	PD4	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2125880800		
Email:	docket@haugpartners.com		
Correspondent Name:	Marilyn Matthes Brogan, Esq.		
Address Line 1:	745 Fifth Avenue		
Address Line 2:	Haug Partners LLP		
Address Line 4:	New York, NEW YORK 10151		
NAME OF SUBMITTER:	Marilyn Matthes Brogan		
SIGNATURE:	/marilyn matthes brogan/		
DATE SIGNED:	09/07/2018		
Total Attachments: 4			
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EXHIBIT D

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT made effective as of August 9, 2018, by and between **Underground Systems, Inc.**, a Delaware corporation having its principal place of business at 3A Trowbridge Drive, Bethel, Connecticut 06801 (hereinafter "**Assignor**"), and **ATECNUM CORPORATION** a Florida corporation (hereinafter "**Assignee**").

WHEREAS, the Parties have entered into that certain Asset Purchase and Sale Agreement dated as of **July 20, 2018** (the "**APA**") regarding the sale of certain assets related to the PowerDonut Business, as defined in the APA;

WHEREAS, Assignor owns the entire right, title and interest in and to certain trademarks set forth on **Schedule 1.1** (the "**Assigned Trademarks**");

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Assigned Trademarks 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 Assigned Trademarks to Assignee, upon the terms and conditions set forth herein; and

WHEREAS, in connection with the transactions contemplated by the APA, the Parties have decided to enter into a formal agreement assigning to Assignee the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Except as otherwise set forth herein, capitalized terms shall have the meaning provided in the APA.

2. ASSIGNMENT

2.1 Assignor does hereby assign to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's rights, title and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized by said Assigned Trademarks, along with the applications and registrations of such Assigned Trademarks, as part of the entire business or portion thereof to which the Assigned Trademarks pertain as required by 15 U.S.C. Section 1060.

2.2 This assignment includes the right to sue and recover damages for past infringements of Assignor's rights in the Assigned Trademarks and to bring any proceeding in the United States Patent and Trademark Office for cancellation or opposition or other proceeding against third parties based on or arising out of said Assigned Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as

it would have been held and enjoyed by Assignor and its Affiliates had this assignment not been made.

3. MISCELLANEOUS

3.1 Representations, Warranties, Covenants and Indemnification Provisions of Purchase and Sale Agreement. The representations, warranties and covenants relating to the Assigned Trademarks contained in the APA, and the indemnification provisions relating thereto, shall apply to this Trademark Assignment Agreement.

3.2 Incorporation of the Asset Purchase and Sale Agreement. The Parties expressly acknowledge and agree that the provisions of the APA are incorporated by reference herein, or by their terms otherwise apply hereto, and further agree that such provisions shall be given full effect in interpreting and enforcing this Trademark Assignment Agreement. In the event of any inconsistency between this Trademark Assignment Agreement and the APA, the APA shall control.

3.3 Further Assurances. Assignor shall execute and deliver to Assignee on or before the Closing Date the Trademark Assignment in the form shown in Exhibit B. Each Party shall take (or cause its Affiliates to take) such further actions, including but not limited to, the execution and delivery of (or causing such Party's Affiliates or designees to execute and deliver) additional documents, reasonably requested by the other Party, to effect the grant of the assignment of the Assigned Trademarks in accordance with the intent of the APA and this Trademark Assignment Agreement, including execution and delivery of such documents relating to the Assigned Trademarks.

3.4 The Parties agree, Assignor retains a non-exclusive, royalty-free, paid up license to use the Assigned Trademarks in a limited sense in connection with Assignee's continued business, provided, however, such use by Assignor shall not state, imply or cause to be implied an affiliation of Assignor to Assignee.

3.5 Applicable Law. This Trademark Assignment Agreement shall be governed by, interpreted and construed, and all claims and disputes, whether in tort, contract or otherwise be resolved in accordance with the substantive laws of the State of Delaware without reference to any rules of conflict of laws or renvoi.

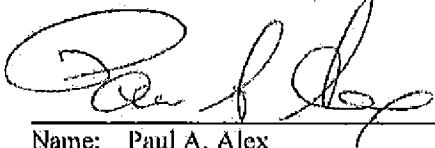
3.6 Counterparts. This Trademark Assignment Agreement may be executed (by facsimile or otherwise) in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be duly executed in two (2) originals.



Assignor:

UNDERGROUND SYSTEMS, INC.



Name: Paul A. Alex
Title: C.E.O.

Assignee:

APECNUM CORPORATION



Name: P. Pablo Guerra
Title: Vice President

Schedule 1.1 Underground Systems Inc. PowerDonut Trademarks

Mark	Reg./Appl. No.	Filing Date/ Registration Date	Class and Goods	Due Dates/Actions
PD3	Reg. No. 4,700,640	July 25, 2013/ March 10, 2015	Class: 009 - Electronic sensing, measuring and electric power rating device for determining the performance and efficiency of electric power generators and transmission equipment	Renewal: March 10, 2021
PD4	Appl. No. 87/582,326	Aug. 24, 2017	Class: 009 - Electronic sensing, measuring and electric power rating device for determining the performance and efficiency of electric power generators and transmission equipment	Statement of Use due : Sept. 13, 2018

use PD3 and PD4 trademarks