

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM532242

<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>
NABCO, Inc.		06/30/2016	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NABCO Systems, LLC		
<b>Street Address:</b>	7910 Woodmont Avenue, Suite 820		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1548220	NABCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3017624056		
<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>	3014243640		
<b>Email:</b>	efile@usiplaw.com		
<b>Correspondent Name:</b>	Ira C. Edell		
<b>Address Line 1:</b>	9801 Washingtonian Boulevard, Suite 750		
<b>Address Line 4:</b>	Gaithersburg, MARYLAND 20878		
<b>NAME OF SUBMITTER:</b>	Ira C. Edell		
<b>SIGNATURE:</b>	/Ira C. Edell/		
<b>DATE SIGNED:</b>	07/17/2019		
<b>Total Attachments: 9</b>			
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## ASSIGNMENT OF PATENTS, TRADEMARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS

This is an Intellectual Property Assignment defined and described in the Asset Sale and Purchase Agreement dated as of June 17, 2016 (the "Asset Sale and Purchase Agreement"), by and between NABCO Systems, LLC and NABCO, Inc. Initially capitalized words and phrases used herein that are defined in the Asset Sale and Purchase Agreement have the meanings given to them therein, unless otherwise defined herein.

### BACKGROUND

A. NABCO, Inc., a Pennsylvania corporation with an office at 1001 Corporate Drive, Suite 205, Canonsburg, PA 15317 ("Assignor"), is the owner of the patents identified on Exhibit A hereto (collectively the "Patents"), and desires to assign to NABCO Systems, LLC, a Pennsylvania limited liability company with an office at 7910 Woodmont Avenue, Suite 820, Bethesda, MD 20814 (NABCO Systems, LLC being referred to in this Assignment of Patents, Trademarks and Other Intellectual Property Rights as "Assignee"), (1) all of Assignor's right, title and interest in and to the Patents, and (2) all of Assignor's right, title and interest in and to any and all provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, any and all Letters Patent of the United States and countries applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may be granted or have been granted or be lodged in relation thereto, and reissues or reexaminations thereof obtained or to be obtained therefor, any renewals or substitutes thereof, any and all priority rights or priority claims, International Convention rights, any and all rights to collect any and all past, present and/or future damages for infringement of Letters Patent of the United States and countries and regions foreign thereto which have been or may be published, which have been or may be granted or lodged in relation thereto, and any and all other benefits accruing or to accrue to Assignor, its successors and assigns with respect to any of the foregoing (collectively, "Patent Rights").

B. Assignor is the owner of the trademarks and service marks identified on Exhibit B hereto (collectively the "Marks"), and desires to assign to Assignee (1) all of Assignor's right, title and interest in and to the Marks and the goodwill associated with the Marks, and (2) all of Assignor's right, title and interest in and to all fictional business names, unregistered trademarks and service marks, trade-dress, trade names, logos and other names or slogans embodying the Business (as defined in the Asset Sale and Purchase Agreement) and associated product goodwill, all trade secrets, trade processes, know-how and other confidential and other non-public information related to the Business, all rights to prohibit, restrict or limit the use or disclosure thereof, all Internet web sites, domain names and registrations or applications for registration thereof, and all claims or causes of action arising out of or relating to the misappropriation of any of the foregoing (collectively the "Other Intellectual Property Rights").

C. Assignor is the owner of unregistered copyrights, e.g., trade secrets, drawing, schematics, plan, specifications, processes and know-how pertaining to the manufacture of the Company's products (collectively the "Works").

## ASSIGNMENT

FOR VALUE RECEIVED, Assignor has sold, assigned, conveyed, transferred and delivered, and by this instrument does hereby sell, assign, convey, transfer and deliver, to Assignee and Assignee's legal representatives, successors and assigns the entire right, title and interest of Assignor in and to the Patents, the Patent Rights, the Marks and the goodwill associated with the Marks, the Works and the Other Intellectual Property Rights.

The foregoing assignments include (1) all of Assignor's right, title and interest in and to any and all applications claiming benefit of the Patents, including, but not limited to, all divisions, continuations and continuations-in-part of the Patents, and all Letters Patents that may be granted thereon in the United States and in all foreign countries, and all reissues thereof, together with the right to claim priority under the International Convention in all member countries, and Assignor authorizes and requests the Director of the United States Patent and Trademark Office to issue all Letters Patents for the invention(s) to Assignee, its successors, legal representatives, and assigns in accordance with the terms of this Assignment; (2) all of Assignor's right, title and interest in and to all fictional business names, unregistered trademarks and service marks, trade-dress, trade names, logos and other names or slogans embodying the Business (as defined in the Asset Sale and Purchase Agreement) and associated product goodwill, all trade secrets, trade processes, know-how and other confidential and other non-public information related to the Business, all rights to prohibit, restrict or limit the use or disclosure thereof, all Internet web sites, domain names and registrations or applications for registration thereof, and all claims or causes of action arising out of or relating to the misappropriation of any of the Marks or Other Intellectual Property Rights; and (3) all of Assignor's right, title and interest in and to any and all copyrights, in the Works, in perpetuity and throughout the world, together with all claims for damages and profits for past infringement, if any, with the right to sue for and collect the same for Assignee's own use and benefit and for the use and benefit of its successors, assigns, and legal representatives, as fully as the same would have been held and enjoyed by Assignor had this assignment and sale not been made. Assignor hereby waives any so-called "droit moral" rights, "moral rights of authors", and all other similar rights however denominated throughout the world. The rights being assigned include all the rights in the Works of every kind, nature and description, including, but not limited to, (a) the right to use, license, exploit, sell or otherwise dispose of the Work as well as the right to sue for past infringements; (b) all publications rights therein, whether electronic or in hardcopy and in book form or in magazines or newspapers, or otherwise; (c) the right to secure copyright thereon anywhere throughout the world; (d) the right to secure copyrights, trademarks and patents thereon anywhere throughout the world; (e) the goodwill symbolized by and appurtenant to the trademarks; and (f) all subsidiary rights therein, such as stage, motion picture, radio, television, mechanical reproduction, and commercial exploitation rights, and the like.

The foregoing sale, assignment, conveyance, transfer and delivery is made without any representation or warranty whatsoever, it being understood and acknowledged that the sole representations and warranties are those contained in the Asset Sale and Purchase Assignment, and subject to the terms and conditions, and limitations, set forth in the Asset Sale and Purchase Agreement.

Assignor agrees that upon the request of Assignee, and without further consideration but at the expense of Assignee, Assignor will execute and deliver any additional assignments or other writings and do such additional acts as are reasonably necessary for Assignee's full enjoyment of the Patents, the Patent Rights, the marks and the Other Intellectual Property Rights.

#### ACCEPTANCE OF ASSIGNMENT

Assignee hereby accepts the foregoing sale, assignment and transfer and the terms hereof.

#### COUNTERPARTS

This Assignment of Patents, Trademarks and Other Intellectual Property Rights may be executed by the parties in one or more counterparts and by different parties on separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of such counterparts shall constitute one and the same instrument. One or more counterparts of this Assignment of Patents, Trademarks and Other intellectual Property Rights may be delivered by facsimile or eye-readable (including signature) electronic mail with the intent that it or they will constitute an original document.

[Signatures Follow]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment of Patents, Trademarks and Other Intellectual Property Rights to be executed on its behalf by one of its officers thereunto duly authorized as of the 30th day of June, 2016.

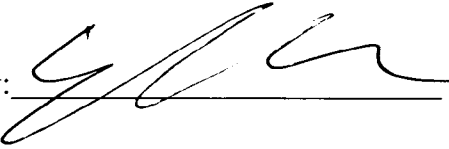
**Assignor:**

NABCO, Inc.

By: \_\_\_\_\_

**Assignee:**

NABCO Systems, LLC

By:  \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment of Patents, Trademarks and Other Intellectual Property Rights to be executed on its behalf by one of its officers thereunto duly authorized as of the 30th day of June, 2016.

**Assignor:**

**Assignee:**

NABCO, Inc.

NABCO Systems, LLC

By: Willard

By: \_\_\_\_\_



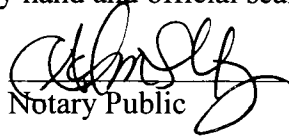


ACKNOWLEDGMENT

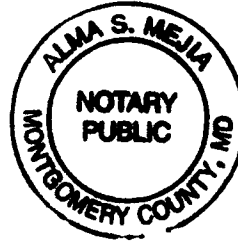
STATE OF Maryland )  
 )SS:  
COUNTY OF Montgomery )

On this the 29<sup>th</sup> day of June, 2016, before me the undersigned officer, personally appeared EYAL BANAI, who acknowledged himself to be the Manager of NABCO Systems, LLC, the Assignee named in the foregoing instrument, and further acknowledged that, in such capacity and being authorized to do so, he executed such instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

[Seal]



**ALMA S. MEJIA**  
Notary Public, State of Maryland  
County of Montgomery  
My Commission Expires 08/23/2016

**Nabco, Inc. – Patents**

(1) United States Patent 6,644,165 (explosion containment vessel) granted November 11, 2003; Inventor: Kim W. King (assigned to NABCO, Inc. May 23, 2002). Security interest held by First National Bank of Pennsylvania (recorded January 4, 2013).

(2) United States Patent 7,506,568 (sealed upscale total containment vessel) granted March 24, 2009; Inventor: Kim W. King (assigned to NABCO, Inc. April 26, 2005). Security interest held by First National bank of Pennsylvania (recorded January 4, 2013).

(3) United States Patent 7,765,910 (sealed upscale total containment vessel) granted August 3, 2010; Inventor Kim W. King (assigned to NABCO, Inc. March 30, 2010).

**Nabco, Inc. – Registered Trademarks**

Trademark: NABCO

- (1) United States Registration 1,548,220 (July 18, 1989).
- (2) European Union Registration 005241880 (November 7, 2007).