

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550230

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dake Corporation		11/20/2019	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Laguna Tools, Inc.		
<b>Street Address:</b>	2072 Alton Parkway		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92606		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0623389	DAKE	
<b>Registration Number:</b>	0745395	DAKE	
<b>Registration Number:</b>	1112997	DAKE	
<b>Registration Number:</b>	2690763	DAKE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		
<b>DATE SIGNED:</b>	11/20/2019		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**IP Assignment**”), dated as of November 20, 2019, is made by and between Dake Corporation, a Michigan corporation (“**Seller**”), and Laguna Tools, Inc., a California corporation (“**Buyer**”), in connection with Buyer’s purchase of certain assets of Seller pursuant to that certain Asset Purchase Agreement dated as of November 20, 2019, by and between Seller, Buyer and JSJ Corporation, a Michigan corporation (the “**Asset Purchase Agreement**”).

**WHEREAS**, under the terms of the Asset 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 hereto agree as follows:

1. Definitions.

(a) “Trademarks” shall mean and refer to all any and all of the Sellers’ rights, title and interest in and to any registered trademarks and pending trademark applications owned by Sellers, including, but not limited to, those certain trademarks listed on Exhibit A, as well as all common law, statutory and other rights therein, together with all rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating to such trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of such trademarks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of such trademarks, and any and all goodwill of the business associated with the use of, or symbolized by, such trademarks. Notwithstanding the foregoing, the definition of Trademarks shall not include rights in U.S. Intent to Use trademark applications of which proof of use has not been filed and accepted.

(b) “Copyrights” shall mean and refer to all of the Sellers’ rights, title and interest in and to any registered copyrights and pending copyright applications owned by the Sellers, including, but not limited to, those certain copyrights listed on Exhibit B, as well as all statutory and other rights therein, including, without limitation, all worldwide copyright rights, any and all registrations and applications relating thereto; any renewals thereof; all rights in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all rights in and to all causes of action, either in law or in equity for past, present or future infringement; and in and to all rights corresponding to the foregoing throughout the world in and to such copyrights;

(c) “Patents” shall mean and refer to all of the Sellers’ rights, title and interest in and to any and all issued patents and pending patent applications which have been granted or which may be granted therefor, including, but not limited to, those certain patents and patent applications listed on Exhibit C, as well as the full and exclusive right in and to said inventions covered by such patents, and the entire right, title and interest in

and to any and all subsequent applications based thereon including any and all divisions, continuations, continuations-in-part, conversions, nationalizations, substitutions, renewals, reexaminations and reissues thereof, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres; all rights in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all rights in and to all causes of action, either in law or in equity for past, present or future infringement; and in and to all rights corresponding to the foregoing throughout the world in and to such patents.

(d) “Unregistered Intellectual Property” shall mean and refer to all the following proprietary rights of the Sellers, including, but not limited to, such certain unregistered intellectual property listed on Exhibit C, but shall not include any Trademarks, Copyrights or Patents:

(i) unregistered trademarks, trade names, service marks, designs, logos, emblems, signs or insignia, slogans, keywords or phrases for online and internet advertising, as well as all goodwill associated therewith, all rights to sue for past infringement thereof and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing;

(ii) unregistered copyrights as well as all elements and rights thereof including, but not limited to, and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing;

(iii) any rights and interests in any and all domain names, domain name registrations and social media accounts and profiles owned by the Sellers and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing;

(iv) trade secrets (as such are determined under United States law or any other applicable law), know-how, and other confidential business information, including but not limited to menus, recipes, supplier lists, display strategies, product lists, technical information, marketing plans, research, designs, plans, methods, techniques and processes, any and all technology, computer software programs or applications, in both source and object code form, technical documentation of such software programs, statistical models, supplier lists, inventions which do not qualify as Patents, databases, and data, whether in tangible or intangible form and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing, and

(v) any and all other tangible or intangible proprietary property, information and materials that are or have been used (including without limitation in the development of) in or in connection with the Sellers’ business and/or in any

product, technology or process (y) currently being or formerly manufactured, marketed or used by the Sellers, or (z) previously or currently under development for possible future manufacturing, marketing or other use by the Sellers, and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing.

(e) “Assigned IP” shall mean and refer to Trademarks, Patents, Copyrights and Unregistered Intellectual Property, collectively.

2. 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 Assigned IP, including:

(a) 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;

(b) 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

(c) any and all claims and causes of action, with respect to any of the Assigned IP, 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.

3. Recordation and Further Actions. Seller hereby authorizes 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.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset 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 Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. 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.

6. 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.

7. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the date first above written.

**SELLER:**

**DAKE CORPORATION**, a Michigan corporation

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

Name: Eric Boonstra

Title: Vice President

**BUYER:**

**LAGUNA TOOLS, INC.**, a California corporation

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

Name: Bruce Robertson

Title: President

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the date first above written.

SELLER:

DAKE CORPORATION, a Michigan corporation

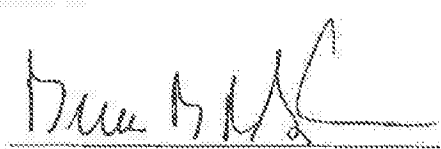
By: \_\_\_\_\_

Name: Eric Boonstra

Title: Vice President

BUYER:

LAGUNA TOOLS, INC., a California corporation

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

Name: Bruce Robertson

Title: President



**EXHIBIT A**  
**TRADEMARKS**

<b>Mark</b>	<b>Serial #</b>	<b>Date of Application</b>	<b>Registration #</b>	<b>Date of Registration</b>	<b>Owner of Record</b>
DAKE	71675547	October 27, 1954	0623389	March 20, 1956	Dake Corporation
DAKE	72136207	January 22, 1962	0745395	February 19, 1963	Dake Corporation
DAKE	73106627	November 15, 1976	1112997	February 13, 1979	Dake Corporation
DAKE	76414491	June 3, 2002	2690763	February 25, 2003	Dake Corporation

**EXHIBIT B**  
**COPYRIGHTS**

**EXHIBIT C**

**PATENTS**

**EXHIBIT D**

**UNREGISTERED INTELLECTUAL PROPERTY**

Domain Name

**Name**

**Registrant**

**Expiry Date**

DAKECORP.COM

Network Solutions, LLC

08/17/2021