

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555835

<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>
Star Seismic, LLC		02/05/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CoreBrace, LLC		
<b>Street Address:</b>	5789 Wells Park Road		
<b>City:</b>	West Jordan		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84081		
<b>Entity Type:</b>	Limited Liability Company: UTAH		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3694928	STAR SEISMIC	
<b>Registration Number:</b>	3694929		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8012393147		
<b>Email:</b>	btucker@kmclaw.com		
<b>Correspondent Name:</b>	Brian Tucker		
<b>Address Line 1:</b>	36 S. State Street #1900		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>ATTORNEY DOCKET NUMBER:</b>	16112.1		
<b>NAME OF SUBMITTER:</b>	Brian Tucker		
<b>SIGNATURE:</b>	/Brian Tucker/		
<b>DATE SIGNED:</b>	01/03/2020		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment") is made effective as of February 5, 2016 (the "Effective Date"), by and between Star Seismic, LLC, a Delaware LLC, having an address of 5801 Wells Park Road, West Jordan, Utah 84081 ("Assignor") and CoreBrace, LLC, a Utah LLC, having an address of 5789 Wells Park Road, West Jordan, Utah 84081 ("Assignee").

**WHEREAS**, Assignee has purchased Assignor and, as part of the purchase, Assignor has conveyed, transferred and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment for recording with governmental authorities;

**NOW THEREFORE**, the parties agree as follows:

1. Assignment. As part of Assignee's purchase of Assignor and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned IP Rights"):
  - a. the patent applications and/or patents set forth on Schedule 1 and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Assigned Patents");
  - b. all rights that Assignor has obtained through use of any of the marks identified on Schedule 2 including the goodwill of the business in which the marks are used (the "Assigned Marks");
  - c. the trademark applications and/or registrations set forth on Schedule 2, all issuances, extensions and renewals thereof, and all rights associated with the filing of a trademark application including the right to claim priority under the Paris Convention (the "Assigned Trademark Registrations");
  - d. all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Patents, the Assigned Marks or the Assigned Trademark Registrations; and
  - e. all claims and causes of action related to any of the Assigned Patents, the Assigned Marks or the Assigned Trademark Registrations, whether accruing before, on or after the Effective Date, including, without limitation, 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. Assignor hereby authorizes the officials of 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 Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP Rights to Assignee, or any assignee or successor thereto.
3. 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 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.
4. 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.
5. Governing Law. This IP Assignment and the other documents delivered pursuant hereto and the legal relations between and among the Parties shall be governed and construed in accordance with the laws of the State of Utah, without giving effect to its principles of conflict of laws.

**IN WITNESS WHEREOF**, Assignor and Assignee caused this IP Assignment to be duly executed as of the Effective Date.


**ASSIGNOR**

Star Seismic, LLC

By:  \_\_\_\_\_  
Dieter H. Klohn  
President of SME Industries, Inc.,  
Its sole member and manager

**ACCEPTED BY ASSIGNEE**


CoreBrace, LLC

By:  \_\_\_\_\_  
Dieter H. Klohn  
President of SME Industries, Inc.  
Its sole member and manager

**SCHEDULE 1  
(PATENTS)**

<b>Title</b>	<b>Country</b>	<b>Application No.</b>	<b>Patent No.</b>
Pin And Collar Connection Apparatus For Use With Seismic Braces, Seismic Braces Including The Pin And Collar Connection, And Methods	US	10/310,692	6,837,010
Seismic Braces Including Pin And Collar Connection Apparatus	US	11/029,092	7,065,927
Buckling Restrained Brace And Related Methods	US	14/620,980	9,644,384
Buckling Restrained Brace And Related Methods	US	15/590,875	9,909,335

**SCHEDULE 2  
(TRADEMARKS)**

<b>Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>
STAR SEISMIC	US	77/576,088	3,694,928
	US	77/576,091	3,694,929