

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insourcing Specialists, Inc.		01/03/2020	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Cabaxis, Inc.		
Street Address:	2400 Calhoun Road (Highway 81)		
City:	Owensboro		
State/Country:	KENTUCKY		
Postal Code:	42301		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3769418	CABINOTCH	
CORRESPONDENCE DATA			
Fax Number:	3177133669		
<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:	3177133500		
Email:	ebaumhart@taftlaw.com		
Correspondent Name:	Elizabeth Baumhart		
Address Line 1:	Taft Stettinius & Hollister LLP		
Address Line 2:	One Indiana Square, Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	PHILL-00205		
NAME OF SUBMITTER:	Elizabeth Baumhart		
SIGNATURE:	/Elizabeth Baumhart/		
DATE SIGNED:	01/07/2020		
Total Attachments: 11			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”) is entered into effective January 3, 2020 (“**Effective Date**”) by and between InSourcing Specialists, Inc., a North Carolina corporation (“**Assignor**”) and Cabaxis, Inc., a Kentucky corporation (“**Assignee**”). Assignor and Assignee may be referred to herein together as “the Parties”. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignee, Assignor, Columbia Forest Products, Inc. (“**CFP**”) and Philip C. Crabtree II (the “**APA**”).

RECITALS:

- A. Pursuant to the terms of the APA, Assignee is acquiring the Purchased Assets.
- B. In connection with the purchase and sale of the Purchased Assets contemplated by the APA, Assignor wishes to transfer, assign, and convey to Assignee all of Assignor’s right, title and interest in and to Certain Purchased IP (as defined below), and Assignee wishes to accept and assume the same, subject to the terms and conditions of this Agreement and the APA.

NOW, THEREFORE, in furtherance of the foregoing, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms of the APA, the Parties hereby agree as follows:

1. Assignment. Assignor hereby grants, conveys, transfers, and assigns to Assignee and its successors and assigns, all of Assignor’s rights, title, and interests in and to the following intellectual property (collectively, the “**Certain Purchased IP**”):

- (a) the registered and unregistered domestic and foreign trademarks, trademark applications, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing, set forth on Schedule 1 (“**Trademarks**”);

- (b) the issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other governmental authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) set forth on Schedule 2 (“**Patents**”);

- (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

- (d) 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

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, 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. Assignor hereby authorizes any governmental authorities including, without limitation, the United States Patent and Trademark Office, to record and register this Agreement upon request by Assignee. Assignee will be solely responsible for recording and perfecting this assignment, but, upon Assignee's commercially reasonable request, Assignor shall, at Assignee's expense, execute and deliver any documents, files, registrations, or other similar items necessary for Assignee to effect, evidence, or perfect this assignment of the Certain Purchased IP.

3. Terms of the APA. This Agreement is executed and delivered pursuant to the APA. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the representations, warranties, covenants, obligations or other terms set forth in the APA. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the APA, the APA shall govern. Assignee and Assignor make no representation or warranties whatsoever, express, implied, or arising by operation of law, with respect to the Certain Purchased IP or the condition of the Certain Purchased IP except as set forth in the APA.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws, and not the law of conflicts, of the Commonwealth of Kentucky.

6. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Party to be charged, and, unless otherwise stated therein, no such waiver shall constitute a waiver of any other provisions hereof (whether or not similar) or a continuing waiver.

7. No Third Party Rights. Nothing express or implied in this Agreement is intended or shall be construed to confer on any person other than Assignor, CFP, Assignee and any of their successors or assigns any rights under this Agreement.

8. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions hereof shall remain in full force and effect.

9. Execution. This Agreement may be executed and delivered by the Parties in separate counterparts (including by facsimile or electronic transmission), each of which when so

executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

10. Attachments. Any exhibits, schedules, or other attachments referenced in this Agreement are part of this Agreement.

11. Assignee's Acceptance. Assignee accepts the Certain Purchased IP subject to the terms and conditions in this Agreement and the APA.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

InSourcing Specialists, Inc.

By: 

Name: Richard Parker
Title: Vice President, Secretary and
Treasurer

ASSIGNEE:

Cabaxis, Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

InSourcing Specialists, Inc.

By:

.....

Name:

.....

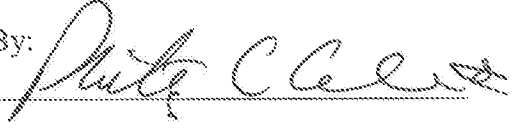
Title:

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ASSIGNEE:

Cabaxis, Inc.


By:


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Name:


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Title:


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**Schedule 1
Trademarks**

(A) Trade names: Assignor’s rights in the unregistered trade names “Insourcing Specialists, Inc.” and “Cabinotch® innovative solutions”.

(B) Unregistered Trademarks: Assignor’s unregistered, common law trademark rights in and to the



CABINOTCH INNOVATIVE SOLUTIONS & design mark

(C) Registered Trademarks: The following trademark registrations:

Trademark	Owner	Country - Registration Number	Registration Date	Goods and Services
Word Mark CABINOTCH	INSOURCING SPECIALISTS, INC.	United States 3,769,418	Mar. 30, 2010	20: Kitchen cabinets and cabinets.
Word Mark CABINOTCH	INSOURCING SPECIALISTS, INC.	Belize 9607.13	Jul. 22, 2013	20: Kitchen cabinets , cabinets, furniture, point of purchase displays, and component parts thereof, namely, furniture frames, boxes of wood or plastic, furniture shelves, decorative furniture panels, decorative furniture moldings, and cabinet doors for furniture cabinets 40: Manufacture of cabinets, furniture, point of purchase displays and component parts thereof to the order and/or specification of others; consulting services in the field of manufacturing of cabinets, furniture, point of purchase displays and component parts thereof; technical support services, namely, technical consultation in the field of manufacturing of cabinets, furniture, point of purchase displays and component parts thereof
Word Mark CABINOTCH	INSOURCING SPECIALISTS, INC.	Canada TMA884,136	Aug. 15, 2014	GOODS: Kitchen cabinets; cabinets; furniture; point of purchase displays; component parts of

				<p>kitchen cabinets, cabinets, furniture and point of purchase displays namely frames, boxes, shelves, decorative panels, decorative moldings, and cabinet doors</p> <p>SERVICES: Manufacture of cabinets, furniture, point of sale displays and component parts thereof to the order and/or specification of others; consultation services, namely, technical consultations in the field of manufacturing of cabinets, furniture, point of sale displays and component parts thereof; technical support services, namely, technical consultation in the field of manufacturing of cabinets, furniture, point of sale displays and component parts thereof</p>
Word Mark CABINOTCH	INSOURCING SPECIALISTS, INC.	Costa Rica 225225	Feb. 11, 2013	40: Manufacture of cabinets, furniture, point of purchase displays and component parts thereof to the order and/or specification of others; consultation services in the field of manufacturing of cabinets, furniture, point of purchase displays and component parts thereof; technical support services, namely, technical consultation in the field of manufacturing of cabinets, furniture, point of purchase displays and component parts thereof
Word Mark CABINOTCH	INSOURCING SPECIALISTS, INC.	Costa Rica 225227	Feb. 11, 2013	20: Kitchen cabinets, cabinets, furniture, point of purchase displays, and component parts thereof, namely, frames, boxes, shelves, decorative panels, decorative moldings, and cabinet doors
Word Mark CABINOTCH	INSOURCING SPECIALISTS, INC.	El Salvador 171 Book 232 Files 345-346	May 27, 2014	40: Manufacture of cabinets, furniture, point of purchase displays and component parts thereof to the order and/or specification of others;

				consultation services in the field of manufacturing of cabinets, furniture, point of purchase displays and component parts thereof; technical support services, namely, technical consultation in the field of manufacturing of cabinets, furniture, point of purchase displays and component parts thereof
Word Mark CABINOTCH	INSOURCING SPECIALISTS, INC.	El Salvador 185 Book 249 Files 381-382	Apr. 16, 2015	20: Cabinets, furniture, point of purchase displays, and component parts thereof, namely, frames, boxes, shelves, decorative panels, decorative moldings, and cabinet doors
Word Mark CABINOTCH	INSOURCING SPECIALISTS, INC.	Guatemala 197829	Jul. 07, 2014	40: Manufacture of cabinets, furniture, point of purchase displays and component parts thereof to the order and/or specification of others; consultation services in the field of manufacturing of cabinets, furniture, point of purchase displays and component parts thereof; technical support services, namely, technical consultation in the field of manufacturing of cabinets, furniture, point of purchase displays and component parts thereof
Word Mark CABINOTCH	INSOURCING SPECIALISTS, INC.	Guatemala 197843	Jul. 07, 2014	20: Kitchen cabinets, cabinets, furniture, point of purchase displays, and component parts thereof, namely, frames, boxes, shelves, decorative panels, decorative moldings, and cabinet doors
Word Mark CABINOTCH	INSOURCING SPECIALISTS, INC.	Honduras 126243	Oct. 25, 2013	20: Kitchen cabinets, cabinets, furniture, point of purchase displays, and component parts thereof, namely, frames, boxes, shelves, decorative panels, decorative moldings, and cabinet doors
Word Mark	INSOURCING SPECIALISTS,	Honduras 19179	Sep. 09, 2013	40: Manufacture of cabinets, furniture, point of purchase

CABINOTCH	INC.			displays and component parts thereof to the order and/or specification of others; consultation services in the field of manufacturing of cabinets, furniture, point of purchase displays and component parts thereof; technical support services, namely, technical consultation in the field of manufacturing of cabinets, furniture, point of purchase displays and component parts thereof
Word Mark CABINOTCH	INSOURCING SPECIALISTS, INC.	Nicaragua 2013.97119 LM	Mar. 11, 2013	20: Kitchen cabinets, cabinets, furniture, point of purchase displays, and component parts thereof, namely, frames, boxes, shelves, decorative panels, decorative moldings, and cabinet doors
Word Mark CABINOTCH	INSOURCING SPECIALISTS, INC.	Nicaragua 2013097314 LM	Apr. 08, 2013	40: Manufacture of cabinets, furniture, point of purchase displays and component parts thereof to the order and/or specification of others; consultation services in the field of manufacturing of cabinets, furniture, point of purchase displays and component parts thereof; technical support services, namely, technical consultation in the field of manufacturing of cabinets, furniture, point of purchase displays and component parts thereof
Word Mark CABINOTCH	INSOURCING SPECIALISTS, INC.	Panama 217436	Jun. 13, 2013	20: Kitchen cabinets, cabinets, furniture, point of purchase displays, and components parts thereof, namely, frames, boxes, shelves, decorative panels, decorative moldings, and cabinet doors
Word Mark CABINOTCH	INSOURCING SPECIALISTS, INC.	Panama 217437	Jun. 13, 2013	40: Manufacture of cabinets, furniture, point of purchase displays and component parts thereof to the order and/or specification of others
Word Mark	INSOURCING	Panama	Jun. 13,	42: Consultation services in the

CABINOTCH	SPECIALISTS, INC.	217438	2014	field of manufacturing of cabinets, furniture, point of purchase displays and component parts thereof; technical support services, namely, technical consultation in the field of manufacturing of cabinets, furniture, point of purchase displays and component parts thereof
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**Schedule 2
Patents**

Patents:

Patent	Inventor	Assignee	Filed	Appl. No.
Patent Number: 8,622,489 Cabinet system and method of assembling the same	Crabtree, II; Phillip C. (Owensboro, KY)	InSourcing Specialists, Inc. (Greensboro, NC)	March 31, 2010	12/751,082
<p>Abstract. A front panel, a pair of side panels, a top panel, and a bottom panel connect to form a cabinet. Optionally, the cabinet includes a rear panel. The front panel includes a pair of master keyways. Each of side panels has a groove and a pair of side keyways. Each groove provides the side panel with an edge profile that connects with one master keyway to couple the side panels with the front panel. Each of top and bottom panels includes a pair of grooves. Each groove provides top and bottom panels with an edge profile that connects with one side keyway to couple the top and bottom panels with the side panels. Optionally, one of the top or bottom panels includes an extender and the front panel includes a groove wherein the extender is received within the groove to limit movement of the side panels.</p>				