

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/01/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aurizon Ultrasonics, LLC		09/05/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Aurizon, LLC		
Street Address:	900 W. Kennedy Ave.		
City:	Kimberly		
State/Country:	WISCONSIN		
Postal Code:	54136		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4443015	AURIZON	
Registration Number:	4443017	AURIZON ULTRASONICS	
Registration Number:	4453922	AURIZON	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	3129774400		
Email:	tefiester@nixonpeabody.com		
Correspondent Name:	Justin D. Swindells		
Address Line 1:	70 W. MADISON STREET, SUITE 3500		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	262519-057		
NAME OF SUBMITTER:	Justin D. Swindells		
SIGNATURE:	/Justin D. Swindells/		
DATE SIGNED:	01/21/2020		
Total Attachments: 5			
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**CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT BETWEEN
AURIZON ULTRASONICS, LLC AND AURIZON, LLC**

THIS CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT (this "Confirmatory Trademark Assignment") is entered into by and between: Aurizon Ultrasonics, LLC ("Assignor"), a Wisconsin limited liability company, and Aurizon, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to a Trademark, Patent, and Domain Name Assignment Agreement ("Original IP Assignment Agreement"), effective August 1, 2019, pursuant to which Assignor agreed to sell and transfer to Assignee all of Assignor's right, title and interest in and to Assigned Intellectual Property as defined in the IP Assignment Agreement (collectively the "Intellectual Property"), including trademarks listed on Annex A of the Original IP Assignment Agreement and attached as Schedule A to this Confirmatory Trademark Assignment (collectively the "Assigned Trademarks"); and

WHEREAS, Assignee was desirous of acquiring Assignor's entire right, title and interest in and to the assets listed on Annex A of the IP Assignment Agreement including those trademarks set forth on Schedule A attached hereto and all rights in the trademarks listed in Schedule A attached hereto were assigned to Assignee as part of the Original IP Assignment Agreement;

WHEREAS, the parties wish to separately memorialize the Original IP Assignment Agreement in this Confirmatory Trademark Assignment for clarity and for recordal with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignee hereby confirms that Assignor has sold, assigned, and transferred unto Assignee, as of August 1, 2019, Assignor's entire right, title and interest in and to each of the Assigned Trademarks, together with all common law rights therein and the goodwill of the business associated therewith and symbolized thereby, throughout the world, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Confirmatory Trademark Assignment and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Assigned Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
2. The parties hereby confirm that the rights, title and interest assigned under Section 1, above, shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, licensees, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

3. Where appropriate, Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, or the applicable official at the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to issue trademarks, or any legal equivalent thereof, to record Assignee as the assignee and the owner of all right, title, and interest in and to the Assigned Trademarks. Assignor agrees to cooperate with the Assignee to execute such further documents and instruments of conveyance as may be required to record Assignee as the assignee and owner of the Intellectual Property and the Assigned Trademarks. Assignor further agrees to turn over to Assignee all of its files and documentation relating to the Assigned Trademarks within a commercially reasonable time after the dates written below.
4. The parties hereby confirm that this Confirmatory Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
5. This Confirmatory Trademark Assignment may be executed in one or more counterparts and by facsimile or portable document format (pdf), all of which shall be considered but one and the same instrument, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Confirmatory Trademark Assignment or caused it to be executed as of the dates written below.

AURIZON, LLC

By: 

Date: 9/5/2019

Name: Michael Johnston

Title: President

AURIZON ULTRASONICS, LLC

By: 

Date: 8/1/2019

Name: Gregory Benrud

Title: President

[ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

ACKNOWLEDGEMENT

STATE OF Illinois)
)
COUNTY OF Kane) ss:

On this, the 1st day of August, 2019, before me, a Notary Public, the undersigned, personally appeared Gregory Benrud, who acknowledged himself to be the President of AURIZON ULTRASONICS, LLC, a Wisconsin limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation as such officer.

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



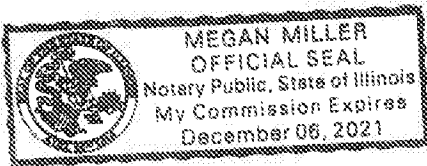
Megan Miller
_____, Notary Public
My commission expires: 12/6/21

ACKNOWLEDGMENT

STATE OF Illinois)
)
COUNTY OF Kane) ss.

On this, the 5 day of September, 2019, before me, a Notary Public, the undersigned, personally appeared Michael Johnston, who acknowledged himself to be the President of AURIZON, LLC, a Delaware limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation as such officer.



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



Megan Miller
_____, Notary Public
My commission expires: 12/6/21

Schedule A

Assigned Trademarks

COUNTRY	TRADEMARK / REGISTRATION NO.
United States	AURIZON Regn. No. 4443015
United States	 Regn. No. 4443017
United States	 Regn. No. 4453922