

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559756

<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>
Earthstone International LLC		11/22/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Iron Out, Inc.		
<b>Street Address:</b>	6714 Pointe Inverness Way		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Fort Wayne		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46804		
<b>Entity Type:</b>	Corporation: INDIANA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88573230	EARTHSTONE	
<b>Registration Number:</b>	2441172	EARTHSTONE	
<b>Registration Number:</b>	2719476	POOLSTONE	
<b>Registration Number:</b>	2459853	GRILLSTONE	
<b>Registration Number:</b>	3709253	KITCHENSTONE	
<b>Registration Number:</b>	2352507	QUIK SAND	
<b>Registration Number:</b>	2782957	POWERSAND	
<b>Serial Number:</b>	77269492	TOILETSTONE	
<b>Serial Number:</b>	77314520	TOOLSTONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5742371125		
<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>	5742371165		
<b>Email:</b>	michelle.horvath@btlaw.com		
<b>Correspondent Name:</b>	Barnes & Thornburg LLP		
<b>Address Line 1:</b>	100 North Michigan Street		
<b>Address Line 2:</b>	700 1st Source Bank Center		

OP \$240.00 88573230

<b>Address Line 4:</b>	South Bend, INDIANA 46601
<b>ATTORNEY DOCKET NUMBER:</b>	46774-57455
<b>NAME OF SUBMITTER:</b>	Michelle L.W. Horvath
<b>SIGNATURE:</b>	/Michelle LW Horvath/
<b>DATE SIGNED:</b>	01/31/2020
<b>Total Attachments: 5</b> source=TM Assignment - Earthstone to Iron Out#page1.tif source=TM Assignment - Earthstone to Iron Out#page2.tif source=TM Assignment - Earthstone to Iron Out#page3.tif source=TM Assignment - Earthstone to Iron Out#page4.tif source=TM Assignment - Earthstone to Iron Out#page5.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into and effective as of the last date of execution below ("Effective Date") by and between Earthstone International LLC, a Delaware limited liability company, having a principal place of business at 1197 Parkway Drive, Santa Fe, New Mexico, 87059 ("Assignor") and Iron Out, Inc., an Indiana corporation, having a principal place of business at 6714 Pointe Inverness Way, Suite 200, Fort Wayne, Indiana 46804 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, trademark registrations and trademark applications listed on the Schedule of Trademarks attached hereto as Attachment "A" (individually and collectively referred to herein as "Trademarks"); and

WHEREAS Assignee is desirous of acquiring all right, title and interest in and to the Trademarks throughout the world;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, grants, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Trademarks throughout the world, including, but not limited to, all applications to register the Trademarks, all registrations for the Trademarks, all common law rights associated with the Trademarks, all of the goodwill of the business symbolized by the Trademarks, and the right to sue and collect damages for any and all past, present and future infringement of any rights in the Trademarks.

Assignor hereby represents and warrants to Assignee that (a) Assignor owns all right, title and interest in and to the Trademarks and all other rights conveyed to Assignee by this Assignment, (b) there are no outstanding, liens, security interests or other encumbrances of any kind in or relating to the Trademarks or any other rights conveyed to Assignee by this Assignment, (c) other than the Assignment and Cross-License Agreement between Assignor and Growstone LLC effective December 31, 2007, Assignor has not granted any license, covenant not to sue, or other right in, to or with respect to any of the Trademarks to any third party, (d) Assignor has the full right, legal authority and ability to enter into this Assignment and to make the assignments and to grant the rights made and granted herein, and (e) by entering into this Assignment, Assignor is not breaching any agreement with any third party.

Assignor agrees, at no further cost or expense to Assignee, to execute and deliver to Assignee all documents requested by Assignee that are useful or necessary for the prosecution and

maintenance of any trademark applications and registrations for the Trademarks and to vest recordable title in and to the Trademarks and all applications and registrations therefore in Assignee, throughout the world.

[Signature page follows.]

IRON OUT, INC.

By: [Signature]  
Printed Name: Joel Steiner  
Title: CEO  
Date: \_\_\_\_\_

STATE OF IN )  
 ) SS:  
COUNTY OF Allen )

Before me, the undersigned, a Notary Public for Allen County, State of IN,  
appeared Joel E. Steiner, and acknowledged the execution of this instrument this \_\_\_\_\_ day  
of Nov, 2019.



My Commission Expires \_\_\_\_\_  
Notary Public  
[Signature]  
Printed Name of Notary John Didier

State and County of Residence \_\_\_\_\_  
Printed Name of Notary \_\_\_\_\_

EARTHSTONE INTERNATIONAL LLC

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public for \_\_\_\_\_ County, State of \_\_\_\_\_,  
appeared \_\_\_\_\_, and acknowledged the execution of this instrument this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019.

My Commission Expires \_\_\_\_\_  
Notary Public  
State and County of Residence \_\_\_\_\_  
Printed Name of Notary \_\_\_\_\_

[Signature page to Trademark Assignment.]

**IRON OUT, INC.**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public for \_\_\_\_\_ County, State of \_\_\_\_\_, appeared \_\_\_\_\_, and acknowledged the execution of this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
State and County of Residence

\_\_\_\_\_  
Printed Name of Notary

**EARTHSTONE INTERNATIONAL LLC**

By: <sup>Designated by</sup> Geoffrey Flagg

Printed Name: Geoffrey Flagg

Title: CFO

Date: November 22, 2019

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public for \_\_\_\_\_ County, State of \_\_\_\_\_, appeared \_\_\_\_\_, and acknowledged the execution of this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
State and County of Residence

\_\_\_\_\_  
Printed Name of Notary

[Signature page to Trademark Assignment.]

ATTACHMENT "A"  
SCHEDULE OF TRADEMARKS

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
EARTHSTONE	U.S.	88/573,230	08/09/2019		
EARTHSTONE	U.S.	74/672,305	05/11/1995	2,441,172	04/03/2001
EARTHSTONE	Canada	2782497	09/05/1995	TMA536726	11/06/2000
POOLSTONE	U.S.	78/140,570	07/02/2002	2,719,476	05/27/2003
GRILLSTONE	U.S.	76/090,945	07/17/2000	2,459,853	06/12/2001
GRILLSTONE	Australia	1,113,090	05/10/2006	1,113,090	12/18/2006
GRILLSTONE	Canada	1,309,262	07/14/2006	TMA693752	08/09/2007
KITCHENSTONE	U.S.	77/269,483	08/31/2007	3,709,253	11/10/2009
QUIK SAND	U.S.	75/447,125	03/09/1998	2,352,507	05/23/2000
QUIK SAND	Canada	1,309,264	07/14/2006	TMA712485	04/22/2008
POWERSAND	U.S.	76/417,186	06/06/2002	2,782,957	11/11/2003
TOOLSTONE	Canada	1,393,186	04/28/2008	TMA761243	03/10/2010

1. Toiletstone- U.S., 77/269,492, Filing Date 08/31/2010
2. Bathstone- U.S., 77/314,520, Filing Date 08/31/2007