

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Best Base Foundation Systems		09/05/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	SmartSense Structural Systems		
Street Address:	16301 Quorum Dr. Suite 220B		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88200796	WAFFLEMAT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5152187888		
Email:	docketing@goodhue.com		
Correspondent Name:	Alexandria Munro		
Address Line 1:	650 S. Prairie Dr. Suite 125 PMB209		
Address Line 4:	West Des Moines, IOWA 50266		
NAME OF SUBMITTER:	Alexandria R. Munro		
SIGNATURE:	/Alexandria R. Munro/		
DATE SIGNED:	02/11/2020		
Total Attachments: 3			
source=Executed Agreement#page1.tif			
source=Executed Agreement#page2.tif			
source=Executed Agreement#page3.tif			

CH \$40.00 88200796

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of January 14, 2020, is made from Best Base Foundation Systems, LLC, a California limited liability company ("Assignor") to SmartSense Structural Systems, LLC, a Texas limited liability company ("Assignee"), the Assignee of certain assets of Assignor pursuant to an Intellectual Property Assignment Agreement, dated as of the 5th of September 2019 by and among Assignor, Assignee and the other parties thereto (the "IP Assignment Agreement").

WHEREAS, under the terms of the IP Assignment Agreement, Assignor conveyed, transferred and assigned to Assignee, among other assets, certain Trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

I. Assignment. 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, goodwill, and interest in and to the Trademarks including the following (the "Assigned Trademarks"):

(a) the trademark registrations and applications set forth below and all issuances, extensions and renewals thereof (collectively, the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to United States intent-to-use trademark applications set forth below, if any, the transfer of such applications accompanies, pursuant to the IP Assignment Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

Description	Country	Filing Date	Filing Number	Issue/Registration Date	Issue/Registration Number
"Wafflemat" Word Mark	United States	Nov. 20, 2018	88200796		

(b) 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;

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the IP Assignment Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the IP Assignment Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the IP Assignment Agreement remain in effect.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

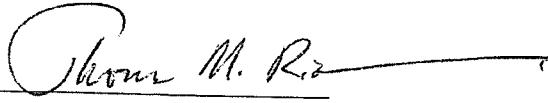
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, 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).

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS 'WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the day and year first above written.

Assignor:

BEST BASE FOUNDATION SYSTEMS, LLC
|

By: 

Name: Thomas Richards

Title: Authorized Manager

Assignee:

SMARTSENSE STRUCTURAL
SYSTEMS, LLC |

By: 

Name: David A. Shields

Title: Authorized Manager