

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STEMCO PRODUCTS, INC.		03/27/2020	Corporation:
RECEIVING PARTY DATA			
Name:	PRESSURE SYSTEMS INTERNATIONAL, INC.		
Street Address:	4323 INTERSTATE WAY		
City:	SAN ANTONIO		
State/Country:	TEXAS		
Postal Code:	78219		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4646680	AERIS SMARTSENSE	
Registration Number:	3377995	AIRBAT	
CORRESPONDENCE DATA			
Fax Number:	2108558028		
<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:	2109411277		
Email:	ipdocket@pizarroallen.com		
Correspondent Name:	PIZARRO ALLEN PC		
Address Line 1:	3619 PAESANOS PARKWAY		
Address Line 2:	SUITE 300		
Address Line 4:	SAN ANTONIO, TEXAS 78231		
NAME OF SUBMITTER:	Christy L. Coats		
SIGNATURE:	/clcoats/		
DATE SIGNED:	04/30/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("**IP Assignment**"), dated as of March 27, 2020 (the "**Effective Date**"), is made by and between STEMCO Products, Inc., a Delaware corporation ("**Seller**"), and Pressure Systems International, Inc., a Texas corporation ("**Buyer**") (each, a "**Party**" and collectively, the "**Parties**").

WHEREAS, the Parties have entered that certain Asset Purchase Agreement by and between them on March 27, 2020 (the "**Purchase Agreement**") under which PSI purchased certain intellectual property assets; and

WHEREAS, Seller has agreed to execute and deliver this IP Assignment for recording with governmental agencies as Buyer may desire.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in the Purchase Agreement, the Parties hereby agree as follows:

- 1. Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to all intellectual property and industrial property rights and assets set forth on Schedule 1, including without limitation any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, and design rights, together with the rights of first use, goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (c) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); (e) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation; (f) semiconductor chips and mask works; (g) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (h) all rights to any actions of any nature available to or being pursued by Seller to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for 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 (collectively, the "**Assigned IP**").
- 2. Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. **Terms of the Asset Purchase Agreement.** The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. **Miscellaneous.** Article VIII (Miscellaneous) of the Purchase Agreement is incorporated herein by reference and shall apply with respect to this Agreement as if set forth fully herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SELLER

STEMCO Products, Inc., a Delaware corporation

DocuSigned by:
By: Tanya Greeley
DE5AAB8822C4419...

Name: Tanya D. Greeley

Title: Vice President and Secretary

Date: March 27, 2020

BUYER

Pressure Systems International, Inc., a Texas corporation

By: _____

Name: Steve Ottemann

Title: Vice President of Operations & Chief

Financial Officer

Date:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SELLER

STEMCO Products, Inc., a Delaware corporation

By: _____


Name: _____

Title: _____

Date: _____

BUYER

Pressure Systems International, Inc., a Texas corporation

By: 

Name: Steve Ottemann

Title: Vice President of Operations & Chief Financial Officer

Date: 7/27/2020



SCHEDULE 1

SCHEDULE 2.01(b) of the Disclosure Schedules to the Purchase Agreement attached hereto

Schedule 2.01(b)

Intellectual Property Assets

Trademarks:

Mark	Country	Ser. No.	Reg. No.	Status
AERIS SMARTSENSE (word mark)	US	86199484	4646680	Registered
AirBAT	USA	77196804	3377995	Registered
AERIS	--	--	--	Unregistered
	--	--	--	Unregistered
	--	--	--	Unregistered

Patents:

Title	Country	Ser. No.	Pat. No.	Status
ON-BOARD LOW-POWER TRAILER CONDITION INDICATOR	US	61/113,867	--	Completed
	US	12/617,433	9090206	Issued
	PCT	PCT/US09/64202	--	Abandoned
	US	14/748,024	9545876	Issued
TIRE PRESSURE MONITORING SYSTEM	US	60/334,187	--	Completed
	US	10/284,907	--	Abandoned
	PCT	PCT/US02/34851	--	Completed
	China	02817827.0	--	Expired
	Europe	2792215.2	1439968	Abandoned
CENTRAL TIRE INFLATION SYSTEM ROTARY AIR UNION	US	61/595,581	--	Completed
	US	13/759,758	9221308	Issued
	PCT	PCT/US13/24898	--	Completed
	Europe	13746764.3	2812197	Issued
	Germany	13746764.3	602013014766.3	Issued
	France	13746764.3	2812197	Issued
	UK	13746764.3	2812197	Issued
	Brazil	BR112014019449-1	--	Pending
	Canada	2,863,782	--	Pending
	China	201380014766.9	CN104507715B	Issued
	Mexico	MX/a/2014/009501	358383	Issued
	US	14/980,663	10272728	Issued
	US	61/595,918	--	Completed

Title	Country	Ser. No.	Pat. No.	Status
WIRELESS PROPORTIONAL FLOW INDICATION FOR A TIRE INFLATION SYSTEM	US	13/760,678	8981919	Issued
	PCT	PCT/US13/24605	--	Completed
	Europe	13746728.8	2812829	Issued
	Germany	13746728.8	602013024399.9	Issued
	France	13746728.8	2812829	Issued
	UK	13746728.8	2812829	Issued
	Brazil	BR112014019427-0	--	Pending
	Canada	2,863,832	--	Pending
	China	201380014763.5	CN104540690B	Issued
	Mexico	MX/a/2014/009500	339079	Issued
CENTRAL TIRE INFLATION SYSTEM PRESSURE REGULATOR	US	61/703,109	--	Completed
	US	14/030,855	9387731	Issued
	PCT	PCT/US13/60531	--	Completed
	Europe	13839591.8	2897818	Issued
	Germany	13839591.8	602013022979.1	Issued
	France	13839591.8	2897818	Issued
	UK	13839591.8	2897818	Issued
	Brazil	BR112015004204-0	--	Pending
	Canada	2,882,648	--	Pending
	China	CN201380047989	CN104661837B	Issued
	Mexico	MX/a/2015/002563	362038	Issued
	Hong Kong	16100968	--	Abandoned
TIRE PRESSURE MONITORING TOOL WITH STATISTICAL ANALYSIS AND REPORTING	US	--	--	Closed

Copyrights

- All works of authorship included in the Trademarks and Tangible Personal Property

Mask Works

- All mask works included in the Tangible Personal Property