

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hydra-Zorb Company		06/22/2020	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	ZSI, Inc.		
Street Address:	45065 Michigan Ave.		
City:	Canton		
State/Country:	MICHIGAN		
Postal Code:	48188		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88944248	BRONCO II	
Serial Number:	87363168	BRONCO	
Serial Number:	72415926	HYDRA-ZORB	
Serial Number:	74282341	MODU-STAK	
Serial Number:	87363156	TITAN	
Serial Number:	88807257	MP	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<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:	2486411600		
Email:	jsachs@hdp.com		
Correspondent Name:	Jessica S. Sachs		
Address Line 1:	Harness, Dickey & Pierce, P.L.C.		
Address Line 2:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	2608-500001		
NAME OF SUBMITTER:	Jessica S. Sachs		
SIGNATURE:	/jss/		
DATE SIGNED:	07/15/2020		

CH \$165.00 88944248

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of June 22, 2020 (the “Effective Date”), is made by **HYDRA-ZORB COMPANY**, a Michigan corporation (“Seller”), in favor of **ZSI, INC.**, a Delaware corporation (“Buyer”), the purchaser of substantially all of the assets of Seller pursuant to an Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, 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:

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, as of the Effective Date, all of Seller’s rights, title, and interest in and to the trademarks identified on Exhibit A hereto (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, including without limitation:

- a. the trademark registrations and trademark applications set forth on Exhibit A hereto;
- b. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction throughout the world, including all common law rights in the Assigned Trademarks;
- 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 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, false designation of origin, unfair competition, violation, misuse, breach, or default, with the right but no obligation to sue for legal and equitable relief and to collect, or otherwise recover, any damages or other amounts.

2. Recordation and Further Actions. Seller hereby authorizes the United States Patent and Trademark Office (the “USPTO”) and the Canadian Intellectual Property Office (“CIPO”) to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, and upon Buyer’s reasonable request, 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto. Buyer shall pay all fees, costs, and expenses associated with any actions, including recording and registering with the USPTO and CIPO, as the case may be, necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark 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 Trademarks. 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. 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 email 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.

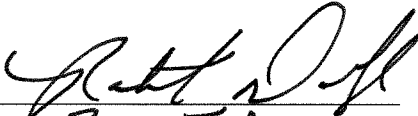
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

* * *

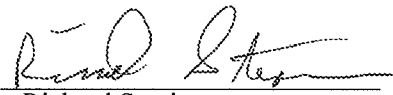
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IN WITNESS WHEREOF, Buyer and Seller have duly executed and delivered this Trademark Assignment as of the date first written above.

HYDRA-ZORB COMPANY

By: 
Name: ROBERT DODGES
Title: PRESIDENT

ZSI, INC.

By: 
Name: Richard Stepien
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Buyer and Seller have duly executed and delivered this Trademark Assignment as of the date first written above.

HYDRA-ZORB COMPANY

By: _____
Name:
Title:

ZSI, INC.

By: 
Name: Richard Stepien
Title: President and Chief Executive Officer

EXHIBIT A

Assigned Trademarks

<u>Mark Name</u>	<u>Application No.</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Jurisdiction</u>
Bronco II	88/944,248	Pending	N/A	N/A	United States
Bronco	87/363,168	Allowed	N/A	N/A	United States
Hydra-Zorb	72/415,926	Registered	0,944,468	10/10/1972	United States
Modu-Stak	74/282,341	Registered	1,752,212	2/16/1993	United States
Titan	87/363,156	Pending	N/A	N/A	United States
MP	88/807,257	Pending	N/A	N/A	United States
Bronco	1,856,282	Pending	N/A	N/A	Canada
Hydra-Zorb	0395331	Registered	TMA220434	May 6, 1977	Canada
Titan	1,856,265	Pending	N/A	N/A	Canada