

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM595500

<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>
PMG Extendit LLC		08/06/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	InFrasys, Inc.		
<b>Street Address:</b>	2520 South Campbell Street		
<b>City:</b>	Sandusky		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44870		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0786279	X-10	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126324444		
<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>	(612) 632-3357		
<b>Email:</b>	trademark@lathropgpm.com		
<b>Correspondent Name:</b>	Jennifer C. Debrow		
<b>Address Line 1:</b>	500 IDS CENTER, 80 SOUTH EIGHTH STREET		
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Cynthia Hefferan, Paralegal		
<b>SIGNATURE:</b>	/Cynthia Hefferan/		
<b>DATE SIGNED:</b>	09/02/2020		
<b>Total Attachments: 5</b>			
source=IP Assignment Agreement (Executed) v1#page1.tif			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made as of August 6, 2020, between PMG Extendit LLC, a Delaware limited liability company (“**Assignor**”), and InFrasys, Inc., a Minnesota corporation (“**Assignee**,” and together with Assignor, the “**Parties**”).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Option Exercise Agreement, dated as of August 6, 2020 (the “**Purchase Agreement**”) and related agreements, pursuant to which Assignor has agreed to, assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in and to the assets identified on Schedule I attached hereto (the “**Transferred Intellectual Property**”) subject in each case to the terms and subject to the conditions set forth herein and in the Purchase Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined have the meaning set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Subject to the terms and conditions in the Purchase Agreement, effective at the Closing, and except as otherwise set forth herein, Assignor hereby, assigns, transfers, and conveys to Assignee and Assignee’s successors and assigns all of Assignor’s right, title and interest in and to the Transferred Intellectual Property, including (a) all rights of action accrued thereunder and the ability to otherwise fully and entirely stand in the place of Assignor in all matters related thereto, including all rights to pursue claims for past infringement or misappropriation of the Transferred Intellectual Property and seek damages therefor, and (b) with respect to trademarks in the Transferred Intellectual Property, (i) any and all registrations and applications and any renewals and extensions of registrations for such trademark and (ii) all goodwill associated therewith or symbolized thereby.

2. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks to record this Agreement as to the trademark and/or patents set forth on Schedule I.

3. This Agreement is being delivered in connection with and subject to the Purchase Agreement, and to the extent of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

4. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this Agreement reduce, expand or enlarge any remedies under the Purchase Agreement. This Agreement is intended only to effect the assignment by Assignor, of the Transferred Intellectual Property and shall be governed entirely in accordance with the terms and conditions of this Agreement and the Purchase Agreement. This Agreement shall be binding upon and inure solely to the benefit of Assignor, Assignee and their respective successors and permitted assigns in accordance with the terms of the Purchase Agreement.

5. Construction and interpretation of this Agreement shall be governed by the Laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the parties hereto.

6. This Agreement may be executed in two counterparts, each of which when executed shall be deemed to be an original but both of which when taken together shall constitute one and the same agreement.

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

The Parties to this Agreement have caused it to be executed and delivered as of the date first written above.

**Assignor:**

**PMG Extendit LLC**

\_\_\_\_\_

By: 

Name: Jonathan Miller

Its: Vice President

**Assignee:**

**InFrasys, Inc.**

\_\_\_\_\_

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

Name: David L. Thorson

Title: President

The Parties to this Agreement have caused it to be executed and delivered as of the date first written above.

**Assignor:**

**PMG Extendit LLC**

.....

By: \_\_\_\_\_  
Name: Jonathan Miller  
Its: Vice President

**Assignee:**

**InFrasys, Inc.**

.....

By: \_\_\_\_\_  
Name: David L. Thorson  
Title: President

*[Signature Page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 007042 FRAME: 0376**

SCHEDULE I  
**Transferred Intellectual Property**

<b>Mark</b>	<b>U.S. Serial No.</b>	<b>Application Date</b>	<b>U.S. Registration No.</b>	<b>Registration Date</b>
X-10	72189768	March 27, 1964	786279	March 9, 1965