

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618572

<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>
Element Resources DE LLC		01/04/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stryten Manufacturing LLC		
<b>Street Address:</b>	3700 Mansell Road		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3304645	ELEMENT	
<b>Registration Number:</b>	3652756	E ELEMENT ECO-FRIENDLY · EFFICIENT · ENE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2026312021		
<b>Email:</b>	valerie.purdy-pyeron@rieblinglaw.com		
<b>Correspondent Name:</b>	Valerie A. Purdy-Pyeron, Paralegal		
<b>Address Line 1:</b>	1717 Pennsylvania Avenue, N.W.		
<b>Address Line 2:</b>	Suite 1025		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	000335-00105 ELEMENT mark		
<b>NAME OF SUBMITTER:</b>	Valerie A. Purdy-Pyeron, Paralegal		
<b>SIGNATURE:</b>	/valerie a purdy-pyeron/		
<b>DATE SIGNED:</b>	01/05/2021		
<b>Total Attachments: 7</b>			
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## **TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (“Assignment”), effective as of August 26, 2020 (“Effective Date”), is by and between Element Resources DE LLC, a limited liability company organized and existing under the laws of Delaware, with an address of 3700 Mansell Road, Suite 400, Alpharetta, Georgia 30022 (“Assignor”), and Stryten Manufacturing LLC, a limited liability company organized and existing under the laws of Delaware, with an address of 3700 Mansell Road, Suite 400, Alpharetta, Georgia 30022, (“Assignee”) (Assignor and Assignee are each, a “Party” and, together, the “Parties”).

**WHEREAS**, Assignor desires to sell, convey, assign, transfer, and deliver to Assignee all trademarks set forth on Exhibit A hereto (the “Assigned Trademarks”); and

**WHEREAS**, Assignee desires to purchase, acquire and accept delivery of the Assigned Trademarks from Assignor;

**NOW, THEREFORE**, in consideration of one dollar (U.S. \$1.00) and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment of Assigned Trademarks. Assignor hereby conveys, sells, assigns and transfers to Assignee its entire worldwide right, title and interest in and to all of the Assigned Trademarks set forth on Exhibit A hereto, together with any common law or other unregistered rights Assignor has in the Assigned Trademarks in connection with the goods listed in the registrations, and together with any and all goodwill connected with and symbolized by the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of Assignor’s entire right, title and interest therein, including, without limitation, all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover damages and other remedies for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned to Assignee under this Assignment.

2. Binding Agreement. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks.

3. Severability. If any term or provision of this Assignment is held invalid, illegal or unenforceable in any respect under any applicable law, as a matter of public policy or on any other grounds, the validity, legality and enforceability of all other terms and provisions of this Assignment will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other government authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to

replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

4. Amendments. This Assignment may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.

5. Further Assurances. Assignor shall execute and deliver such documents, and take such other action, as shall be reasonably requested by Assignee to carry out the transactions contemplated by this Assignment, and shall take such reasonable actions as may be necessary or appropriate to record, memorialize or make effective the assignments of the Assigned Trademarks contemplated hereby as may be reasonably requested by Assignee, and to vest and perfect in such Assignee such right, title, and interest in and to the Assigned Trademarks as sold, assigned and transferred to Assignee hereunder.

6. Recordation. Assignor hereby authorizes and requests the officials of any applicable trademark office or corresponding entities or agencies in any applicable foreign jurisdiction to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Trademarks.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

8. Governing Law. This Assignment will be exclusively governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

9. No Third-Party Beneficiaries. Nothing in this Assignment shall create or be deemed to create any third-party beneficiary rights in any person or entity not a party hereto, including any affiliates of any Party.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have caused this Assignment to be duly executed before a notary on the dates set out below and delivered as of the Effective Date.

Assignor:

**ELEMENT RESOURCES DE LLC**

By: Charles R. Giesige

Name: Charles R. Giesige

Title: General Manager

Date: January 4, 2021

Assignee:

**STRYTEN MANUFACTURING LLC**

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

Name: Mike Judd

Title: President and COO

Date: January 4, 2021

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have caused this Assignment to be duly executed before a notary on the dates set out below and delivered as of the Effective Date.

Assignor:

**ELEMENT RESOURCES DE LLC**

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

Name: Charles R. Giesige

Title: General Manager

Date: January 4, 2021

Assignee:

**STRYTEN MANUFACTURING LLC**

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


Name: Mike Judd

Title: President and COO

Date: January 4, 2021

**EXHIBIT A**

**ASSIGNED TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Reg. No./App. No.</b>	<b>Goods/Services</b>
ELEMENT	USA	3304645 / 78904602	Batteries and battery chargers.
	USA	3652756 / 78960289	Batteries and battery chargers.


NOTARIAL CERTIFICATE

State of Georgia

County of Fulton

On this 4th day of January 2021 before me, a Notary Public in and for the State of Georgia, personally appeared Charles R. Giesige, known to me, who being by me duly sworn did depose and say that he is the General Manager for Element Resources DE LLC the company herein named, a Limited Liability Company organized under the laws of the State of Delaware having a record address at 3700 Mansell Road, Suite 400, Alpharetta, Georgia 30022, United States of America legally constituted for a period of tenure not yet expired, furthermore that the deponent is authorized by said company to confer this document, and that he personally has signed such document in the name and on behalf of the Limited Liability Company mentioned.

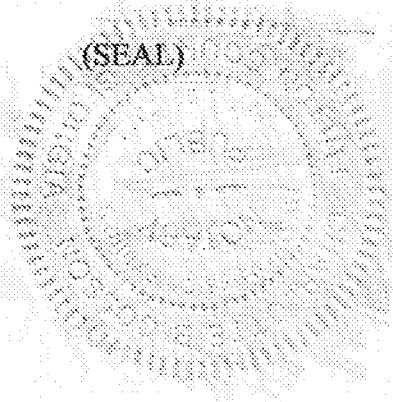
Notary Public



Printed Name: CHARLOTTE B. COLSON

My commission expires on April 29, 2022

(SEAL)





NOTARIAL CERTIFICATE

State of Georgia

County of Fulton

On this 4th day of January 2021 before me, a Notary Public in and for the State of Georgia, personally appeared Mike Judd, known to me, who being by me duly sworn did depose and say that he is the President and COO for Stryten Manufacturing LLC the company herein named, a Limited Liability Company organized under the laws of the State of Delaware having a principal place of business at 3700 Mansell Road, Suite 400, Alpharetta, Georgia 30022, United States of America legally constituted for a period of tenure not yet expired, furthermore that the deponent is authorized by said company to confer this document, and that he personally has signed such document in the name and on behalf of the Limited Liability Company mentioned.

Notary Public



Printed Name: CHARLOTTE B. COLSON

My commission expires on April 29, 2022

(SEAL)

