

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TERRA GROUP CORP.		03/01/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	HDT EXPEDITIONARY SYSTEMS, INC.		
Street Address:	9 E. Loockerman St.		
Internal Address:	Suite 311		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5236573	MPRO	
Registration Number:	2596077	TECWAR	
Registration Number:	2105267	RECOR	
Registration Number:	3886205	ONE WORLD ONE WATER	
Registration Number:	4484795	DRED	
Registration Number:	1867575	LIFE	
Registration Number:	5110708	TACTICAL TO PRACTICAL	
Registration Number:	4849199		
Registration Number:	4925207	TECWAR FIRST RESPONSE WATER PURIFIER	
Registration Number:	5216371	T TECWAR OUTFITTERS	
CORRESPONDENCE DATA			
Fax Number:	5136985027		
<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:	5136985026		
Email:	kadams@ulmer.com		
Correspondent Name:	Alan J. Hartman		
Address Line 1:	600 Vine St.		
Address Line 2:	Suite 2800		

OP \$265.00 5236573

TRADEMARK

Address Line 4:	Cincinnati, OHIO 45202
NAME OF SUBMITTER:	Alan J. Hartman
SIGNATURE:	/Alan J. Hartman/
DATE SIGNED:	03/02/2021
Total Attachments: 5 source=200103966(1)_Trademark Assignment - Terra.HDT (fully executed)#page1.tif source=200103966(1)_Trademark Assignment - Terra.HDT (fully executed)#page2.tif source=200103966(1)_Trademark Assignment - Terra.HDT (fully executed)#page3.tif source=200103966(1)_Trademark Assignment - Terra.HDT (fully executed)#page4.tif source=200103966(1)_Trademark Assignment - Terra.HDT (fully executed)#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”), is effective as of March 1, 2021 (“**Effective Date**”), and is entered into among **TERRA GROUP CORP.**, a Pennsylvania corporation, (“**Seller**”), **Primo Acernese** (“**Owner**” and Owner together with Seller, “**Seller Parties**”) and **HDT EXPEDITIONARY SYSTEMS, INC.**, a Delaware corporation, (“**Buyer**”).

WHEREAS, Seller is the owner of the trademarks described on Schedule 1 hereto (“**Trademarks**”); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement by and among Seller Parties and Buyer, effective on March 1, 2021 (“**Agreement**”), Seller Parties have agreed to assign to Buyer all right, title, and interest in and to the Trademarks; and the Seller Parties have agreed to execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of the Agreement and give effect to the transactions contemplated by this Agreement. Capitalized terms used herein and not otherwise defined herein will have the respective meanings assigned to such terms in the Agreement.

NOW THEREFORE, for the consideration set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Seller hereby sells, transfers, conveys, and assigns to Buyer, and its successors and assigns, free and clear of all Encumbrances, Seller’s entire right, title, and interest in and to the Trademarks, together with the entire business symbolized by the Trademarks, the goodwill of the business symbolized by the Trademarks, the right to sue for past, present, and future infringement, dilution, misappropriation, violation, or breach thereof, and the rights to recover, collect, and own any monetary or other damages, to obtain injunctive relief, and to exercise any other remedies of any kind, as a result thereof.

Seller Parties hereby covenant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Seller Parties hereby agree to reasonably cooperate with Buyer, its successors and assigns, in proceedings or transactions involving the Trademarks, and to perform any and all other acts reasonably necessary or desirable to vest in Buyer the entire right, title, and interest in and to the Trademarks such that the Trademarks will be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as if the Trademarks would have been held and enjoyed by Seller had the assignment to Buyer not been made.

This Agreement is made and will be governed by the laws of the State of Ohio, excluding its choice of law principles. The parties hereto hereby consent to the exclusive jurisdiction and venue of a competent court sitting in the State of Ohio, for the adjudication of all matters arising from the subject matter of this Agreement.


This Assignment will inure to the benefit of and be binding upon Buyer and Seller Parties and their respective successors and assigns. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and

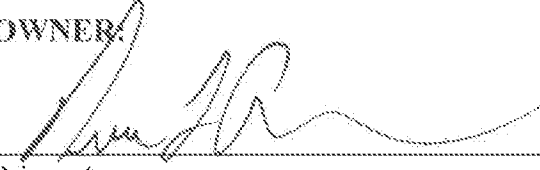
the same agreement. A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

(Signature Page to Trademark Assignment Follows)

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

SELLER:
TERRA GROUP CORP.

By: 
Name: Primo Acernese
Title: President

OWNER:

Primo Acernese

BUYER:
HDT EXPEDITIONARY SYSTEM, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

**SELLER:
TERRA GROUP CORP.**

By: _____
Name: Primo Acernese
Title: President

OWNER:

Primo Acernese

**BUYER:
HDT EXPEDITIONARY SYSTEM, INC.**

By: James M DiSanto
Name: Jim DiSanto
Title: CFO

Schedule 1

Trademarks

US Trademarks:

Trademark	Serial #	Registration #
MPRO	87253936	5236573
TECWAR	78037988	2596077
RECOR	75175567	2105267
One World One Water	85019860	3886205
DRED	86006274	4484795
LIFE	74227591	1867575
Tactical to Practical	86716811	5110708
Splash Soldier Logo	86394863	4849199
Tecwar First Response Water Purifier	86527103	4925207
Tecwar Outfitters	86972776	5216371