

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Horizon Technology Finance Corporation		02/12/2021	Corporation:
Horizon Funding Trust 2019-1		02/12/2021	Trust:
Horizon Credit II LLC		02/12/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	United States Steel Corporation		
Street Address:	600 Grant Street		
Internal Address:	Room 1500		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4050844	GUARDIAN	
CORRESPONDENCE DATA			
Fax Number:	4122275551		
<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:	412-261-1600		
Email:	ipdocket@leechtishman.com		
Correspondent Name:	Leech Tishman Fuscaldo & Lampl		
Address Line 1:	525 William Penn Place		
Address Line 2:	28th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
NAME OF SUBMITTER:	Michael D. Lazzara		
SIGNATURE:	/Michael D. Lazzara/		
DATE SIGNED:	03/23/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of February 12, 2021, is made by Horizon Technology Finance Corporation, as collateral agent, Horizon Funding Trust 2019-1, and Horizon Credit II LLC (collectively, “Assignor”) in favor of United States Steel Corporation (collectively, “Assignee”).

WHEREAS, Assignor, on the one hand, and Assignee, on the other hand, are parties to that certain Asset Purchase Agreement (the “APA”) dated February 12, 2021, pursuant to which Assignor agreed to convey, assign, transfer and deliver to Assignee the Transferred Assets (as defined in the APA).

WHEREAS, Assignor, pursuant to Section 1.4(a) of the APA, is obligated to execute and deliver this IP Assignment, and has agreed to execute and deliver this IP Assignment, which may be recorded with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Transferred Assets, including, without limitation, the following (collectively, the "Assigned IP"):
 - a. the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, to the extent of Assignor's interest therein, if any (the "Patents");
 - b. the Trademarks set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - c. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - d. 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
 - e. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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, 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.
2. **Recordation.** Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee.

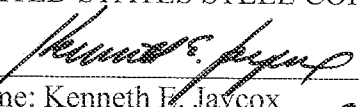
3. **DISCLAIMER.** ASSIGNEE ACKNOWLEDGES THAT THE TRANSFERRED ASSETS WILL BE TRANSFERRED AS IS, WHERE IS, AND WITH ALL FAULTS, AND THAT ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING ANY OF THE TRANSFERRED ASSETS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO (A) THE CONDITION OR MERCHANTABILITY OF THE TRANSFERRED ASSETS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSES OR USE; (B) INFRINGEMENT OR NON-INFRINGEMENT BY ANY OF THE TRANSFERRED ASSETS ON ANY PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY ANY THIRD PARTY; AND (C) INFRINGEMENT OR NON- INFRINGEMENT BY ANY THIRD PARTY (WHETHER BY REASON OF LATENT DEFENSES OR OTHERWISE) ON ANY PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT CONSTITUTE ANY OF THE TRANSFERRED ASSETS.
4. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
5. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. **Governing Law.** Section 5.7 of the APA (titled: "CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER") shall apply to this IP Assignment and the terms thereof are incorporated herein by this reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of date first written above.

Assignee:

UNITED STATES STEEL CORPORATION

By: 
Name: Kenneth E. Jaycox
Title: Senior Vice President

2/12/21

Assignor:

HORIZON TECHNOLOGY FINANCE CORPORATION, as collateral agent

By: _____
Name: Robert D. Pomeroy, Jr.
Title: Chief Executive Officer

HORIZON FUNDING TRUST 2019-1
By: Horizon Technology Finance Corporation,
its agent

By: _____
Name: Robert D. Pomeroy, Jr.
Title: Chief Executive Officer

HORIZON CREDIT II LLC

By: _____
Name: Robert D. Pomeroy, Jr.
Title: Chief Executive Officer

[Signature page to IP Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of date first written above.

Assignee:

UNITED STATES STEEL CORPORATION

By: _____
Name: Kenneth E. Jaycox
Title: Senior Vice President

Assignor:

HORIZON TECHNOLOGY FINANCE CORPORATION, as collateral agent

By: ROBERT D. POMEROY, JR.
Name: Robert D. Pomeroy, Jr.
Title: Chief Executive Officer

HORIZON FUNDING TRUST 2019-1

By: Horizon Technology Finance Corporation, its agent

By: ROBERT D. POMEROY, JR.
Name: Robert D. Pomeroy, Jr.
Title: Chief Executive Officer

HORIZON CREDIT II LLC

By: ROBERT D. POMEROY, JR.
Name: Robert D. Pomeroy, Jr.
Title: Chief Executive Officer

[Signature page to IP Assignment]

SCHEDULE 2 to IP Assignment

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark List (by Trademark)

Tuesday, December 22, 2020
Page 4 of 30

Trademark Name					
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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GUARDIAN

NANOTM107 United States of America

ORD

Trademark

SIG,CAV,IMD

Registered 85/26,741

07-Jun-2011

4,050,844

The NanoSteel Company, Inc.

25-Sep-2020 26-Jan-2011

01-Nov-2011

The NanoSteel Company, Inc.

01-Nov-2021

Class(es): 06 Int.

Links and Images