

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OP/TECH USA, INC.		03/18/2021	Corporation: MONTANA
RECEIVING PARTY DATA			
Name:	OP/TECH USA, LLC		
Street Address:	304 ANDREA DRIVE		
City:	BELGRADE		
State/Country:	MONTANA		
Postal Code:	59714		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1680155	OP/TECH	
Registration Number:	2711207	OP/TECH USA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(415) 378-1653		
Email:	David@dpikelaw.com		
Correspondent Name:	DAVID M. PIKE		
Address Line 1:	182 HOWARD STREET		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105		
NAME OF SUBMITTER:	DAVID M. PIKE		
SIGNATURE:	/David M. Pike/		
DATE SIGNED:	04/12/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of March 18, 2021, is made by OP/TECH USA, Inc., a Montana corporation (“**Seller**”), in favor of Op/Tech USA, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of substantially all of the assets of Seller pursuant to that certain Asset Purchase Agreement, by and among Buyer, Seller, Terry R. Jackson and Leslie K. Jackson Revocable Living Trust dated December 6, 2005, Terry Jackson and Leslie Jackson (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset 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 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, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(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, 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 and Further Actions. Seller hereby authorizes 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 Trademark Assignment. Following the date hereof, upon Buyer’s reasonable request, and at Buyer’s sole

cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset 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 Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset 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 one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

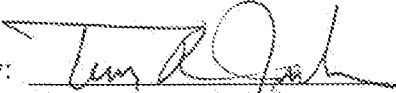
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 Delaware, exclusive of any conflict of laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

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

OP/TECH USA, INC.

By: 
Name: Terry R. Jackson
Title: President

AGREED TO AND ACCEPTED:

OP/TECH USA, LLC

By: _____
Name: Richard Reuter
Title: President and CEO


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

OP/TECH USA, INC.

By: _____
Name: Terry R. Jackson
Title: President

AGREED TO AND ACCEPTED:

OP/TECH USA, LLC

By:  _____
Name: Richard Reuter
Title: President and CEO

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS [AND APPLICATIONS]

Title	Application Number	Filing Date	Status	Country
OP/TECH	U.S. Registered Trademark 1680155		Issued	United States
OP/TECH USA	U.S. Registered Trademark 2711207		Issued	United States

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