

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642192

| | | | |
|---|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gowanda-GEC LLC | | 04/26/2021 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | iNRCORE, LLC | | |
| Street Address: | 311 Sinclair Road | | |
| City: | Bristol | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19007 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1681004 | GOWANDA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9147094566 | | |
| <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: | 9147772215 | | |
| Email: | gbrescia@grsm.com | | |
| Correspondent Name: | Gregory N. Brescia | | |
| Address Line 1: | 500 Mamaroneck Ave | | |
| Address Line 2: | Suite 503 | | |
| Address Line 4: | Harrison, NEW YORK 10528 | | |
| ATTORNEY DOCKET NUMBER: | PULS1212216 | | |
| NAME OF SUBMITTER: | Gregory N. Brescia | | |
| SIGNATURE: | /gregory n. brescia/ | | |
| DATE SIGNED: | 04/26/2021 | | |
| Total Attachments: 4 | | | |
| source=Trademark Assignment Agreement - Gowanda#page1.tif | | | |
| source=Trademark Assignment Agreement - Gowanda#page2.tif | | | |
| source=Trademark Assignment Agreement - Gowanda#page3.tif | | | |
| source=Trademark Assignment Agreement - Gowanda#page4.tif | | | |

CH \$40.00 1681004

Trademark Assignment Agreement

This Trademark Assignment Agreement (the “Agreement” or the “Assignment”) dated as of April 26, 2021 (the “Effective Date”), is made by and between Gowanda-GEC LLC, a New York limited liability company (“Assignor”) and iNRCORE, LLC, a Delaware limited liability company (“Assignee”) (collectively referred to herein as, the “Parties”).

WHEREAS, Assignor is the owner of the trademarks and trademark applications, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on Schedule A (collectively referred to herein as the “Trademarks”);

WHEREAS, Assignee desires to hold the title and ownership of the Trademarks as originally intended; and

WHEREAS, Assignee desires to acquire from Assignor the Trademarks, accompanying goodwill, and Registration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **Assignment**. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of the Assignor’s right, title, and interest in and to the Trademarks, including without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the rights to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, together with the right to sue and recover damages for all causes of action (either in law or in equity). The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all Assignor’s right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications.

2. **Cooperation**. At Assignee’s reasonable expense, Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

3. General Provisions. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with its Schedule constitute the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect hereto. In the event of any conflict between the terms of this Assignment shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all Parties hereto. The failure of any Party to enforce any terms of provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures the benefit of the Parties hereto and their respective successors and assigns.

4. Governing Law. This Assignment and any dispute arising out of, relating to or in connection with this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflict of law principles that would require the application of the laws of any other jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

ASSIGNOR

ASSIGNEE

GOWANDA-GEC, LLC

iNRCORE, LLC

x  _____

x  _____

Name: Sarah Harris

Name: Sarah Harris

Title: President & CEO

Title: President & CEO

SCHEDULE A

United States Trademark Registrations

| <u>Trademark</u> | <u>Reg. No.</u> | <u>Class of Goods/Services</u> | <u>Status</u> |
|------------------|-----------------|---|---------------|
| GOWANDA | 1681004 | 9: inductive electronic components; namely, switching magnetics, common mode inductors, drive transformers, power transformers, switching power supply chokes, toroidal chokes, axial lead chokes, radial chokes, bobbin core chokes, toroidal inductors, R.F. (Radio Frequency), molded chokes, LCR (inductance-capacitance-resistance) bridge compatible chokes, tunable R.F. (Radio Frequency) coils, tunable coil forms, ceramic tunable coils, surface mount inductors and transformers. | Registered |