

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CG Visual Solutions Intermediate Corporation		05/03/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CG Visual Solutions Intermediate B Corporation		
Street Address:	120 Ninth Avenue		
City:	Longmont		
State/Country:	COLORADO		
Postal Code:	80501		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4931037	ECO FLEXX	
Registration Number:	3545305	ECO-POSTER	
Registration Number:	6265996	ECO FLEXX	
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<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:	202-756-8000		
Email:	ipdocketmwe@mwe.com, eatkins@mwe.com, kdelcoure@mwe.com		
Correspondent Name:	Eleanor B. Atkins		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	500 North Capitol Street, NW		
Address Line 4:	Washington, D.C. 20001-1531		
ATTORNEY DOCKET NUMBER:	066497-0591		
NAME OF SUBMITTER:	Eleanor B. Atkins		
SIGNATURE:	/Eleanor B. Atkins/		
DATE SIGNED:	05/29/2021		
Total Attachments: 5			

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TRADEMARK AND PATENT ASSIGNMENT AGREEMENT

This Trademark and Patent Assignment Agreement (this "Assignment"), effective as of May 3, 2021 (the "Effective Date"), is made by and between CG Visual Solutions Intermediate Corporation, a Delaware corporation (the "Assignor"), and CG Visual Solutions Intermediate B Corporation, a Delaware corporation, with an address of 120 Ninth Avenue, Longmont, CO 80501 (the "Assignee").

RECITALS

A. Assignor is the owner of (a) the trademarks set forth hereto on Schedule A, together with the goodwill of the business associated therewith (collectively referred to as the "Marks"), and (b) the patents set forth hereto on Schedule B (collectively referred to as the "Patents");

B. Assignor and Assignee are both parties to a certain Contribution and Assumption Agreement, dated May 3, 2021, pursuant to which Assignor agreed to contribute certain assets to Assignee, including the Marks and the Patents.; and

C. Assignor has agreed to transfer to the Assignee, and Assignee has agreed to acquire from Assignor, all right, title and interest in and to the Patents and Marks and related rights, together with the goodwill connected with the use of and symbolized by such Marks.

AGREEMENT

For the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Marks, and all of the goodwill associated with the Marks, together with that portion of Assignor's business that is ongoing and existing to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. Assignor hereby assigns, transfers, and conveys to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Patents, and any continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions, and foreign patents and patent applications related thereto, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term for which the said Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made,

together with all claims for past and future damages by reason of infringement of the same, with the right to sue for past and future damages.

3. Assignor hereby requests the relevant authority responsible for the recordation of assignments in intellectual property in any applicable jurisdiction in the world (including, without limitation, the United States Patent and Trademark Office), to take all necessary actions to record and otherwise perfect this Assignment and the transactions described hereunder.

4. Upon reasonable request by Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Marks and the Patents in Assignee, or which may be necessary to obtain, renew, issue or enforce the Marks or the Patents.

5. This Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute the same instrument.

6. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware.

7. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

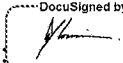
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

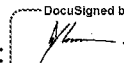
ASSIGNOR:

ASSIGNEE:

CG VISUAL SOLUTIONS
INTERMEDIATE CORPORATION

CG VISUAL SOLUTIONS
INTERMEDIATE B CORPORATION

By:  _____
Name: Andrew J. Cousin
Title: Chief Executive Officer

By:  _____
Name: Andrew J. Cousin
Title: Chief Executive Officer

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>App. No. / Reg. No.</u>	<u>Status / Key Dates</u>	<u>Class(es)</u>	<u>Owner</u>
ECO FLEXX	US	4931037	Registered (Declaration due April 5, 2022)	17	Circle Graphics, Inc.
ECO- POSTER	US	3545305	Registered (Renewal due December 11, 2028)	24	Circle Graphics, Inc.
ECO FLEXX	US	6265996	Registered (Declaration due February 9, 2026)	1, 17	Circle Graphics, Inc.

SCHEDULE B

PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Owner</u>
BULLETIN WITH PERIPHERAL STRENGTHENING, BILLBOARD ASSEMBLY UTILIZING SAME AND METHOD OF FORMING BULLETIN AND MOUNTING TO BILLBOARD STRUCTURE	8,695,251	4/15/2014	12/703,737	2/10/2010	Circle Graphics, Inc.