

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM658510

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALTUS INDUSTRIES, INC.		05/10/2021	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTUS INDUSTRIES II, INC.		
<b>Street Address:</b>	146 Monroe Center St., NW		
<b>Internal Address:</b>	Suite 1125		
<b>City:</b>	Grand Rapids		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49503		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4113447	ALTUS	
<b>Registration Number:</b>	2705462	ASCEND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	cdoerfler@dickinson-wright.com		
<b>Correspondent Name:</b>	Alison D. Frey		
<b>Address Line 1:</b>	1825 Eye St. N.W. , Suite 900		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Charlsie Doerfler		
<b>SIGNATURE:</b>	/Charlsie Doerfler/		
<b>DATE SIGNED:</b>	07/07/2021		
<b>Total Attachments: 7</b>			
source=4832-5403-5185 v1 Altus Industries Inc. - Intellectual Property Assignment - EXECUTED#page1.tif			
source=4832-5403-5185 v1 Altus Industries Inc. - Intellectual Property Assignment - EXECUTED#page2.tif			
source=4832-5403-5185 v1 Altus Industries Inc. - Intellectual Property Assignment - EXECUTED#page3.tif			
source=4832-5403-5185 v1 Altus Industries Inc. - Intellectual Property Assignment - EXECUTED#page4.tif			

OP \$65.00 4113447

source=4832-5403-5185 v1 Altus Industries Inc. - Intellectual Property Assignment - EXECUTED#page5.tif  
source=4832-5403-5185 v1 Altus Industries Inc. - Intellectual Property Assignment - EXECUTED#page6.tif  
source=4832-5403-5185 v1 Altus Industries Inc. - Intellectual Property Assignment - EXECUTED#page7.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Intellectual Property Assignment**”) is entered into as of May 10, 2021 (the “**Effective Date**”), by and between ALTUS INDUSTRIES, INC., a Michigan corporation (“**Seller**”) and ALTUS INDUSTRIES II, INC., a Delaware corporation (“**Buyer**”).

### Recitals

A. The parties hereto are parties to that certain Asset Purchase Agreement, dated as of May 7, 2021 (as the same may be amended, modified or supplemented, the “**Purchase Agreement**”).

B. Pursuant to the Purchase Agreement, Seller has agreed to sell, assign, transfer, and convey to Buyer, among other assets, the Intellectual Property Assets and has agreed to execute and deliver this Intellectual Property Assignment for recording with governmental authorities, including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

C. This Intellectual Property Assignment is being executed and delivered for the purpose of effectuating the transfer and assignment of the Intellectual Property Assets from Seller to Buyer.

### Transfer and Agreement

1. Recitals; Definitions. The parties hereby affirm the accuracy of the recitals set forth above. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the Purchase Agreement, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to any and all of the following in any jurisdiction throughout the world (the “**Assigned Intellectual Property**”): all intellectual property and industrial property rights, and other similar proprietary rights, and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws, treaties, or conventions of any jurisdiction throughout the world, whether registered (including registrations listed on Exhibit A) or unregistered, including any and all:

(a) trademarks, service marks, trade names (including without limitation the names “Altus Industries”), together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing), brand names, corporate names, logos, slogans, trade dress, design rights and other similar designations of source, sponsorship, association, or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing;

(b) internet domain names (including without limitation “www.altus-inc.com”), whether or not trademarked or registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites, and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and the rights of privacy and publicity, and URLs;

(c) works of authorship, compilations, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights;

(d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, formulas, methods, processes, data collections and other confidential and proprietary information and all rights therein;

(e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models);

(f) software and firmware, including data files, database data, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation;

(g) semiconductor chips and mask works;

(h) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(i) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for 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.

3. Recordation; Further Acts. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Intellectual Property Assignment upon request by Buyer. Following the date hereof, Seller, for itself and its successors and assigns, does hereby agree that it will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, transfers, assignments, and assurances as Buyer, or its successors and assigns, shall reasonably require in order to carry out the purpose of this Intellectual Property Assignment, including the execution of any documents, files, registrations, or other similar items that may be required to ensure that the Assigned Intellectual Property is properly assigned to Buyer, or its successors and assigns.

4. Terms of Purchase Agreement. The terms of the Purchase Agreement, including without limitation any representations, warranties, covenants, agreements, and indemnities relating to the Assigned Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. This Intellectual Property Assignment is not intended to enlarge or reduce the rights of the parties under the Purchase Agreement, but is intended to carry out the terms therein.

5. Governing Law. This Intellectual Property 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 Intellectual Property 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 Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

6. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

7. Severability. If any provision of this Intellectual Property Assignment is deemed invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render it valid, legal, and enforceable, and, in the event no such limiting construction is possible, the invalid, illegal, or unenforceable provision shall be deemed severed from this Intellectual Property Assignment without affecting the validity or enforceability of any other provision of this Intellectual Property Assignment or invalidating or rendering unenforceable such provision in any other jurisdiction.

8. Counterparts: Electronic Copies. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Intellectual Property 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 Intellectual Property Assignment.

*[Signature Page Follows]*

WHEREOF, the parties hereto have signed this Intellectual Property Assignment as of the Effective Date.

**SELLER:**

ALTUS INDUSTRIES, INC., a Michigan corporation,

By: Craig VanderHeide

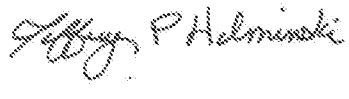
Name: Craig VanderHeide

Title: President

*(Signature Page to Intellectual Property Assignment)*

**BUYER:**

**ALTUS INDUSTRIES II, INC.**

By: 

---

Name: Jeffrey P. Helminski  
Title: Vice President

*(Signature Page to Intellectual Property Assignment)*

**TRADEMARK**  
**REEL: 007348 FRAME: 0779**

**Exhibit A**

Assigned Intellectual Property Registrations

(See attached.)

*(Exhibit A to Intellectual Property Assignment)*



**U.S. TRADEMARKS**

Serial Number	Reg. Number	Mark
77886530	4113447	ALTUS
78066912	2705462	ASCEND