

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM658827

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JKM Trading Company		03/31/2020	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kanata Acquisition, LLC		
<b>Street Address:</b>	11426 Moog Drive		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63146		
<b>Entity Type:</b>	Limited Liability Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1981138	KANATA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146215065		
<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>Phone:</b>	3146215070		
<b>Email:</b>	iptm@atllp.com		
<b>Correspondent Name:</b>	Donna F. Schmitt		
<b>Address Line 1:</b>	7700 Forsyth Boulevard, Suite 1800		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63105		
<b>ATTORNEY DOCKET NUMBER:</b>	39841-1		
<b>NAME OF SUBMITTER:</b>	Donna F. Schmitt		
<b>SIGNATURE:</b>	/Donna F. Schmitt/		
<b>DATE SIGNED:</b>	07/08/2021		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**") is made and entered into as of March 31, 2020 by and between Kanata Acquisition, LLC, a Missouri limited liability company (the "**Buyer**" and the "**Assignee**"), and JKM Trading Company, a Pennsylvania corporation (the "**Seller**" and the "**Assignor**").

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of March 31, 2020, by and between Seller and Buyer and the other parties thereto (the "**Purchase Agreement**"), Buyer is acquiring certain assets, including Intellectual Property, from Seller. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

**WHEREAS**, in connection with the execution of the Purchase Agreement and as a condition to the consummation of the transactions contemplated by the Purchase Agreement, Seller desires to assign to Buyer all of Seller's right, title and interest in, to or under the Intellectual Property Assets, which include the Trademarks set forth in Schedule A hereto, and Buyer desires to obtain all of Seller's right, title and interest in, to or under any and all Intellectual Property Assets on the terms and subject to the conditions set forth in the Purchase Agreement and as provided herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee all its worldwide right, title and interest, including all common law rights in, to and under all of the Intellectual Property Assets, together with any goodwill of the business symbolized by any marks or names thereof including the relevant portion of Assignor's business to which the marks and names pertain, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in the Intellectual Property Assets, and to file any and all subsequent applications based on the Intellectual Property Assets including, but not limited to, any and all divisions, continuations, substitutions, renewals and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignor Covenant. Assignor hereby covenants that it has full right to convey the entire interest herein assigned.

3. Authorization. Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including, but not limited to, Letters Patent or registrations, when granted, to the Assignee for the sole use and benefit of the Assignee and of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

4. Acceptance of Assignment. Assignee hereby accepts such assignment and transfer of the Intellectual Property Assets.

5. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets 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.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri, without regard to its conflicts of law provisions.

7. Counterparts. This Agreement 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 Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Further Assurances. Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including, but not limited to, any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date, regardless of the actual date of execution.

**SELLER:**

JKM TRADING COMPANY

By:  \_\_\_\_\_

Name: Kevin Nord

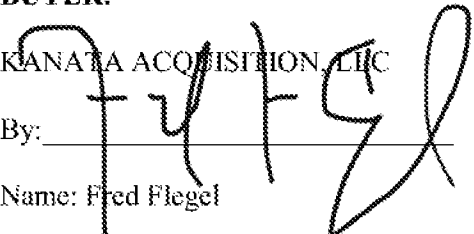
Title: President

*[Seller Signature Page to Intellectual Property Assignment Agreement - US]*

IN WITNESS WHEREOF, Assignee has executed and delivered this Agreement as of the date first written above.

**BUYER:**

KANATA ACQUISITION, LLC

By: \_\_\_\_\_

Name: Fred Flegel

Title: Manager

*[Buyer Signature Page to Intellectual Property Assignment Agreement]*

**SCHEDULE A**

**Registered United States Trademark**

<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
KANATA	74703754	1981138	June 18, 1996