

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cory T Elliott		04/30/2021	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Ultrapleat, LLC		
Street Address:	5810 Shier Rings Rd.		
Internal Address:	#B		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43016		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3975850	HONEYBEAR	
Registration Number:	4804078	EVERFLOW	
Registration Number:	4804079	MECHANOSTATIC	
CORRESPONDENCE DATA			
Fax Number:	6144642634		
<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:	6144625400		
Email:	trademarks@keglerbrown.com		
Correspondent Name:	Kegler Brown - SCB/S*B		
Address Line 1:	65 East State Street		
Address Line 2:	Suite 1800		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Stephen C. Barsotti, Ohio Bar Member		
SIGNATURE:	/SCB/		
DATE SIGNED:	08/12/2021		
Total Attachments: 9			
source=2021.04.30 Executed Assignment of Intellectual Property to Ultrapleat#page1.tif			
source=2021.04.30 Executed Assignment of Intellectual Property to Ultrapleat#page2.tif			

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source=2021.04.30 Executed Assignment of Intellectual Property to Ultrapleat#page7.tif
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Assignment**”) is made as of April 30, 2021 (the “**Effective Date**”), by and between Ultrapleat, LLC, an Ohio limited liability company (the “**Assignee**”) and Cory T. Elliott (“**Elliott**”), in his individual capacity, Troy Filters, Ltd. (“**Troy**”), an Ohio limited liability company, and Filtra-Systems Company LLC (“**Filtra**”), an Ohio limited liability company (collectively, the “**Assignors**”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as hereinafter defined).

WHEREAS, Troy, Filtra, and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), pursuant to which Troy and Filtra have agreed to sell to Assignee, and Assignee has agreed to purchase from Troy and Filtra that certain Intellectual Property and all goodwill associated therewith, licenses, and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against past, present, and future infringements thereof, and rights to protection of past, present, and future interests therein under the laws of all jurisdictions, upon the terms and subject to the conditions set forth in the Purchase Agreement and this Assignment;

WHEREAS, certain of the Intellectual Property of Troy and Filtra is held in the name of Elliott, who is a principal owner of Troy and Filtra; and

WHEREAS, pursuant to the Purchase Agreement, the Assignors have agreed to execute and deliver this Assignment by which that certain Intellectual Property is assigned and conveyed by the Assignors to the Assignee at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Purchase Agreement and this Assignment, it is hereby agreed that:

1. The Assignors do hereby irrevocably and unconditionally:
 - (a) assign, transfer, convey and deliver to Assignee all of the Assignors’ intellectual property right, title and interest in, to and under, free and clear of all liabilities, including but not limited to the following (collectively, the “**Intellectual Property**”):
 - (i) the patents, patent applications, other patent rights and like protections and any other governmental authority-issued indicia of invention ownership set forth on Schedule 1 hereto, and all improvements reissues, divisions, continuations, continuations-in-part, renewals, Letters Patent to be obtained thereof, extensions and reexaminations thereof and amendments thereof, in the United States and its territorial possessions and any legal equivalent thereof in a foreign country, including the right to claim priority (the “**Patents**”);
 - (ii) the trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source set forth in

Schedule 1 hereto, whether registered or unregistered, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(iii) registrations of the internet domain names set forth on Schedule 1, whether or not incorporating Troy’s trademarks, service marks or other proprietary indicia of goods and services of Troy, or registered to Troy in any generic top level domain by any authorized private registrar or governmental authority (the “**Domain Names**”);

(iv) any and all trade secret rights of the Assignors accruing under any of the Intellectual Property, as set forth in Schedule 1, including any rights to unpatented inventions, know-how and confidential information (“**Trade Secrets**”);

(v) all rights of any kind whatsoever of the Assignors accruing under any of the foregoing Intellectual Property, as set forth in Schedule 1, provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(vi) any and all rights to collect royalties, fees, income, or other payments or proceeds under or on account of any of the foregoing Intellectual Property, as set forth in Schedule 1, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this Assignment had not been made; and

(vii) any and all claims and causes of action (whether known or unknown or whether currently pending, filed, or otherwise) with respect to any of the foregoing Intellectual Property, as set forth in Schedule 1, whether occurring before, on or after the date hereof, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, inventorship or authorship rights, 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.

(b) agree to waive, to the extent applicable, any “moral” rights with respect to the Intellectual Property, as set forth in Schedule 1, including but not limited to rights of attribution, integrity and disclosure arising from all or any part of the copyrights included in the Intellectual Property, together with all claims for damages and other remedies asserted on the basis of moral rights, and transfers, conveys and assigns unto Assignee any waivers granted to the Assignors of any such moral rights, in each case, to the fullest extent permitted by applicable Law.

2. The Assignors hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or

agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's request, the Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Intellectual Property to Assignee, or any assignee or successor thereto. In the event Assignee is unable for any reason, after reasonable effort, to secure the Assignors' signature on any document needed to perfect the transfer of ownership of the Intellectual Property, the Assignors hereby irrevocably designate and appoint the Assignee and its duly authorized officers and agents as the Assignors' agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on the Assignors' behalf to execute and file such documents, with the same legal force and effect as if executed by the Assignors. The Assignors agree to provide such assistance and cooperation as Assignee may reasonably request in connection with Assignee's prosecution of any applications for registration included in the Intellectual Property (including appeals in connection therewith), including providing documents and materials in the possession or control of the Assignors.

3. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignors and Assignee with respect to the Intellectual Property. 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. Nothing in this Agreement shall alter any liability or obligation of the Assignors or the Assignee under the Purchase Agreement.

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

5. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Ohio, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Ohio.

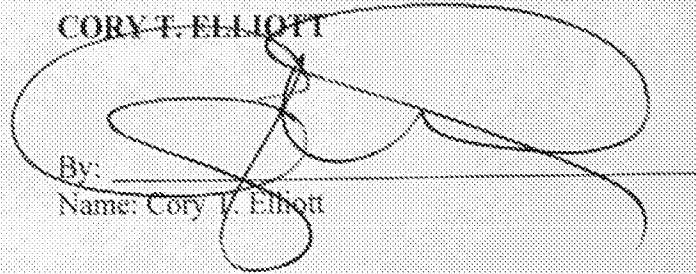
6. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

COBY T. ELLIOTT


By: _____
Name: Cory T. Elliott


STATE OF OHIO

COUNTY OF DELAWARE

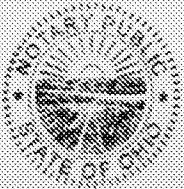
SS

The foregoing instrument was acknowledged before me this 29th day of APRIL, 2021 by Cory T. Elliott, an individual, on behalf of himself. No oath or affirmation was administered to the signer with regard to this notarial act.

[SEAL]



Notary Public



HAYTHAM HAZZOURY
Notary Public, State of Ohio
My Comm. Expires 10/27/2024
Recorded in Franklin County

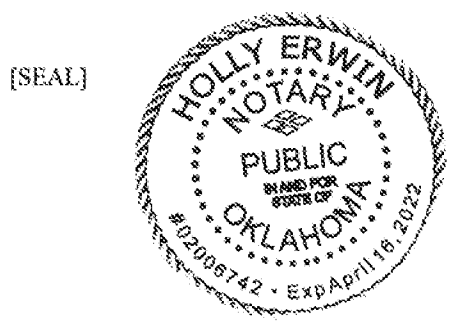
ASSIGNOR:

TROY FILTERS, LTD.

By: David L Nimmo
Name: David Nimmo
Title: Manager

STATE OF OKLAHAMA :
 : SS
COUNTY OF CLEVELAND :

The foregoing instrument was acknowledged before me this 30 day of April, 2021 by David Nimmo, as Manager, on behalf of the company. No oath or affirmation was administered to the signer with regard to this notarial act.



Holly Erwin
Notary Public

ASSIGNOR:

FILTRA-SYSTEMS COMPANY LLC

By: David L. Nimmo
Name: David Nimmo
Title: Manager

STATE OF OKLAHAMA :
 : SS
COUNTY OF CLEVELAND :

The foregoing instrument was acknowledged before me this 30 day of April, 2021 by David Nimmo, as Manager, on behalf of the company. No oath or affirmation was administered to the signer with regard to this notarial act.

[SEAL]



Holly Erwin
Notary Public

ASSIGNEE:

ULTRAPLEAT, LLC

By: W. G. Guy
Name: William G. Guy
Title: Manager

STATE OF OHIO :
 : SS
COUNTY OF FRANKLIN:

The foregoing instrument was acknowledged before me this 29 day of April, 2021 by William G. Guy, as Manager, on behalf of the company. No oath or affirmation was administered to the signer with regard to this notarial act.



LISA MEARS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
05-25-2024

Lisa Mears
Notary Public

Schedule 1

List of Intellectual Property Owned by the Assignors

Trademarks

	Owner	Mark	App. No.	Reg. No.	Classes
1.	Elliott, Cory T (individual)	HONEYBEAR (word and design)	85040170	3975850	11
2.	Elliott, Cory T (individual)	EVERFLOW (word)	86521713	4804078	11
3.	Filtra-Systems Company LLC	LIGHTNING (word)	86521722	4808017	11
4.	Elliott, Cory T (individual)	MECHANOSTATIC (word)	86521734	4804079	11
5.	Filtra-Systems Company LLC	PURO-KLEEN (word)	86392228	5043545	11
6.	Filtra-Systems Company LLC	ULTRA-PLEAT (word)	87033509	5105000	11
7.	Filtra-Systems Company LLC	EZ-PLEAT (word)	87262198	5241011	11
8.	Filtra-Systems Company LLC	FILTER-GURU (word)	90161607	n/a	35

Patents

	Owner	Title	Application No.	Patent No.
1.	Cory Elliott	Self-Cleaning Air Filtration System	14/179,624	9,023,135
2.	Cory Elliott	Air Filter Arrangement	15/140,543	10,213,721

Domains

Domain	Registrant Contact
Airfilterguru.com	Troy Filters, Ltd.
buckeyefilters.com	Troy Filters, Ltd.
cwafilters.com	n/a DOMAIN PRIVACY SERVICE
everflowfilters.com	Troy Filters, Ltd.
ezpleat.com	Troy Filters, Ltd.
ez-pleat.com	Troy Filters, Ltd.
filter-guru.com	Troy Filters, Ltd.
filter-gurupro.com	Troy Filters, Ltd.
filter-universe.com	Troy Filters, Ltd.
honeybearfilter.com	Troy Filters, Ltd.
honeybearfilters.com	Troy Filters, Ltd.
lightningfilters.com	Troy Filters, Ltd.
mechanostatic.com	Troy Filters, Ltd.
puro-kleen.com	Troy Filters, Ltd.
purokleen.com	Troy Filters, Ltd.
purokleen.net	Troy Filters, Ltd.
purofied.com	Troy Filters, Ltd.

purolatordirect.com	Cory Elliott
purolatorhome.com	Troy Filters, Ltd.
purolatoronline.com	Cory Elliott
puopleat.com	Troy Filters, Ltd.
tridimfilters.com	Cory Elliott
troyfilters.com	Troy Filters, Ltd.
troyfiltersusa.com	n/a DOMAIN PRIVACY SERVICE
ultrapeat.com	Troy Filters, Ltd.
ultrapeat.net	Troy Filters, Ltd.
viledonfilters.com	Troy Filters, Ltd.