

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668113

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|---|--|----------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ATKINSON MANUFACTURING, INC. | FORMERLY DBA INSTA-CHAIN | 06/30/2021 | Corporation: UTAH |
| RECEIVING PARTY DATA | | | |
| Name: | Onspot of North America, Inc. | | |
| Street Address: | 1075 Rodgers Park Dr | | |
| City: | North Vernon | | |
| State/Country: | INDIANA | | |
| Postal Code: | 47265 | | |
| Entity Type: | Corporation: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3886084 | INSTANT TRACTION AT YOUR COMMAND | |
| Registration Number: | 2509331 | INSTA-CHAIN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7036688200 | | |
| <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: | 703-668-8000 | | |
| Email: | dcdocketing@hdp.com | | |
| Correspondent Name: | Josh A. Partington | | |
| Address Line 1: | 11730 Plaza America Dr. #600 | | |
| Address Line 4: | Reston, VIRGINIA 20190 | | |
| ATTORNEY DOCKET NUMBER: | 10400TM-200589-US | | |
| NAME OF SUBMITTER: | Josh A. Partington | | |
| SIGNATURE: | /Josh A. Partington/ | | |
| DATE SIGNED: | 08/17/2021 | | |
| Total Attachments: 4 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of June 30, 2021, is made by ATKINSON MANUFACTURING, INC. ("AMI"), a corporation incorporated under the laws of Utah, JOHN ATKINSON, majority owner of AMI and registered owner of certain patents below (jointly, the "Seller"), in favor of ONSPOOT OF NORTH AMERICA, INC., a corporation incorporated under the laws of New Jersey ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of June 30, 2021 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issues, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issues, extensions and renewals thereof (the "Trademarks");

(c) the domain names and websites set forth in Schedule 3, together with any material protected by copyright or trademark on such websites, and the goodwill connected with the use of and symbolized thereby and all issues, extensions and renewals thereof ("Domain Names");

(d) the social media accounts set forth in Schedule 4, together with any material protected by copyright or trademark on such social media platforms, and the goodwill connected



with the use of and symbolized thereby and all issuances, extensions and renewals thereof ("Social Media");

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

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

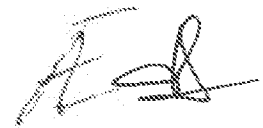
(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, 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.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials, or private administrators (in relation to the Domain Names and Social Media) to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

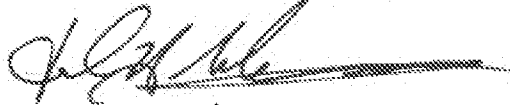
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.



6. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be subject to the governing law provision of the Asset Purchase Agreement.

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IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ATKINSON MANUFACTURING, INC.

By: 

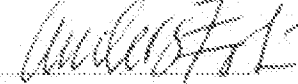
Name: John H. Atkinson Jr.
Title: President

Address for Notices:

At: John Atkinson
2090 W 500 N Ste 1
Springville, UT, 84663-1098
United States
Email: johnatkinsonjr88@gmail.com

AGREED TO AND ACCEPTED:

ONSPOT OF NORTH AMERICA, INC.

By: 

Name: Anders Erken
Title: President

Address for Notices:

Onspot of North America, Inc. c/o VHG
Group AB
Att: President of VHG Group AB
Kungsgatan 57
461 34 Lyvillhättan
Sweden
Email: anders.erken@vhggroup.com

SCHEDULES

SCHEDULE 1 - ASSIGNED PATENTS AND PATENT APPLICATIONS

1. Replaceable chain strands pat. No. 6,062,348
2. Universal mounting bracket pat. No. 6,651,783

Both patents currently registered with John Atkinson as owner.

SCHEDULE 2 - ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

1. Trademark: Insta-Chain
Serial number: 76084008
2. Trademark: INSTANT TRACTION AT YOUR COMMAND
Serial number: 85018236

SCHEDULE 3 - ASSIGNED DOMAIN NAMES AND WEBSITE REGISTRATIONS

1. www.insta-chain.com
2. www.insta-chain.com

SCHEDULE 4 - SOCIAL MEDIA ACCOUNTS

1. Facebook
2. Instagram
3. LinkedIn
4. Twitter
5. Youtube

