

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM673795

<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>
Woodward Pennsylvania, LLC	FORMERLY Powdr # Woodward PA LLC	07/28/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Woodward IP Holdco, LLC		
<b>Street Address:</b>	1794 OLYMPIC PARKWAY		
<b>Internal Address:</b>	SUITE 210		
<b>City:</b>	PARK CITY		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84098		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90722258	WOODWARD PARK CITY / UT	
<b>Serial Number:</b>	90722259	WOODWARD PARK CITY / UT	
<b>Serial Number:</b>	90722262	WOODWARD PARK CITY / UT	
<b>Serial Number:</b>	90722278	WOODWARD PARK CITY / UT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7144277799		
<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>	714-427-7000		
<b>Email:</b>	ipocdocket@swlaw.com		
<b>Correspondent Name:</b>	Deborah A. Gubernick		
<b>Address Line 1:</b>	600 Anton Blvd.		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	37173.00281		
<b>NAME OF SUBMITTER:</b>	Deborah A. Gubernick		
<b>SIGNATURE:</b>	/dag/		
<b>DATE SIGNED:</b>	09/10/2021		

CH \$115.00 90722258

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

### WOODWARD PENNSYLVANIA, LLC to WOODWARD IP HOLDCO, LLC

This TRADEMARK ASSIGNMENT (“Assignment”) is made and entered into as of the 28<sup>th</sup> day of July, 2021 (the “Effective Date”) by and among, on the one hand, Woodward Pennsylvania, LLC, a Delaware limited liability company f/k/a Powdr – Woodward PA LLC, (“Assignor”) and, on the other hand, Woodward IP Holdco, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee may be referred to in this Assignment as a “Party,” and collectively as the “Parties.”

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party hereby covenants and agrees as follows:

**1. Grant and Assignment of Marks.** Effective as of the Effective Date, Assignor does hereby transfer, convey, assign and deliver to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to those certain registered and unregistered international and domestic trademarks, service marks and trade names, including any pending applications therefor, as set forth on Schedule A attached hereto (collectively, the “Marks”), together with the goodwill of the Marks, the goodwill of Assignor’s business related to the Marks, and all common law trademark rights pertaining thereto, 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 Assignor if this Assignment had not been made; together with all claims for damages by reason of past infringements of the Marks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee’s successors, assigns and other legal representatives. Assignor does hereby further transfer, convey, assign and deliver to Assignee all of its right, title and interest in and to the Marks in any country foreign to the United States of America.

**2. Further Assurances.** Assignor shall, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the assignments contemplated hereby, including any actions or documents required by any applicable international or domestic registrar or governmental body to document the assignments contemplated hereby or as may be necessary to protect, secure and vest good, valid and marketable title to the Marks and related rights in Assignee.

**3. Recording of Assignment.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, any officer of any country or countries foreign to the United States, and any other state, provincial or local governmental authority whose duty it is to register or issue the Marks, or other evidence or forms of intellectual property protection, to issue the same to Assignee and Assignee’s successors, assigns and other legal representatives in accordance with the terms of this Assignment.

**4. Counterparts.** A Party may deliver executed signature pages to this Assignment by original, electronic signature or facsimile transmission to the other Party, which shall be deemed to be an original executed signature page. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

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

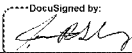
*[signatures on following page]*

IN WITNESS WHEREOF,

**ASSIGNOR:**

WOODWARD PENNSYLVANIA, LLC,  
a Delaware limited liability company  
f/k/a POWDR - WOODWARD PA LLC

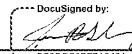
By: Powdr Corp.  
Its: Manager

By:   
Name: Justin Sibley  
Title: Co-President

**ASSIGNEE:**

WOODWARD IP HOLDCO, LLC,  
a Delaware limited liability company

By: Powdr Corp.  
Its: Manager

By:   
Name: Justin Sibley  
Title: Co-President

[Signature Page to Trademark Assignment]

**SCHEDULE A TO TRADEMARK ASSIGNMENT****U.S. TRADEMARKS**

<b>Mark</b>	<b>App. No.</b>	<b>Class</b>	<b>Status</b>
WOODWARD PARK CITY / UT (Design)  <b>WOODWARD</b> PARK CITY / UT	90/722,258	25	Pending
WOODWARD PARK CITY / UT (Design)  <b>WOODWARD</b> PARK CITY / UT	90/722,259	41	Pending
WOODWARD PARK CITY / UT (Design)  <b>WOOD            WARD</b> PARK CITY / UT	90/722,262	25	Pending
WOODWARD PARK CITY / UT (Design)  <b>WOOD            WARD</b> PARK CITY / UT	90/722,278	41	Pending