

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM675394

<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>
Affiliated Resources, Inc.		08/31/2021	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AFI-FC Acquisition, LLC		
<b>Street Address:</b>	10250 SW Greenburg Road, Suite 300		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97223		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2571935	AQUA PLY	
<b>Registration Number:</b>	2571936	AQUA PLY PLUS	
<b>Registration Number:</b>	2618601	AQUA SEAL	
<b>Registration Number:</b>	2711665	AQUA CEL	
<b>Registration Number:</b>	2636073	AQUA BEAM PLUS	
<b>Registration Number:</b>	2654721	AQUA TECH	
<b>Registration Number:</b>	2771653	TRED-EXTRA	
<b>Registration Number:</b>	2771652	TRED-EXTREME	
<b>Registration Number:</b>	2850697	TRED-EX	
<b>Registration Number:</b>	2853395	TRED-EX WORKS!	
<b>Registration Number:</b>	4599798	NANOTEX	
<b>Serial Number:</b>	90023282	ROBOTEX	
<b>Registration Number:</b>	2732062	DYNA SPAN	
<b>Registration Number:</b>	3015599	DYNA CORE	
<b>Registration Number:</b>	3196766	DYNA LOCK	
<b>Registration Number:</b>	3605071	DYNA-BILT	
<b>Registration Number:</b>	3848232	DYNA SLIDE	
<b>Registration Number:</b>	3848231	DYNA SHIELD	
<b>Registration Number:</b>	3941309	MAX TEK	

OP \$590.00 2571935

Property Type	Number	Word Mark
Registration Number:	4910044	PAKTITE
Registration Number:	4236580	THINK BEYOND GREEN
Registration Number:	3421178	BLUE DRAGON
Registration Number:	4013031	TRANZLINER

**CORRESPONDENCE DATA**

Fax Number: 5032202480

*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.*

Phone: 503-294-9851

Email: patrick.hartigan@stoel.com

Correspondent Name: Matthew R. Wilmot / Stoel Rives LLP

Address Line 1: 760 SW Ninth Avenue, Suite 3000

Address Line 4: Portland, OREGON 97205

<b>NAME OF SUBMITTER:</b>	Patrick P. Hartigan, SR Paralegal
<b>SIGNATURE:</b>	/Patrick P. Hartigan/
<b>DATE SIGNED:</b>	09/19/2021

**Total Attachments: 5**

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# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of August 31, 2021, is made and entered into by and among Affiliated Resources, Inc., an Oregon corporation (“**Seller**”) and AFI-FC Acquisition, LLC, a Delaware limited liability company (“**Buyer**”). The Buyer and the Seller are sometimes individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties.**” Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (the “**Asset Purchase Agreement**”), dated as of July 30, 2021, by and among the Seller, the Buyer, and Michael Wilkins.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, the Intellectual Property Assets, and has agreed to execute and deliver this Intellectual Property Assignment, for recording with the United States Patent and Trademark Office (the “**USPTO**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. 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 (collectively, the “**Assigned Interests**”):

(a) the Intellectual Property Assets, including but not limited to the Intellectual Property Assets set forth on Schedule 4.11(a) of the Disclosure Schedules to the Asset Purchase Agreement, and all issuances, extensions, and renewals thereof, together with the goodwill of the Business connected with the use of, and symbolized by, the Intellectual Property Assets (the “**Goodwill**”);

(b) all rights of any kind whatsoever of Seller accruing under the Intellectual Property Assets, the Goodwill and associated labels and trade dress provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof.

2. Seller hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Intellectual Property Assignment upon request by Buyer. From and after the date hereof, upon Buyer’s reasonable request and at Buyer’s sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Assets to Buyer, or any assignee or successor thereto.

3. The parties hereto acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made

for a further statement of the rights and obligations of Seller and Buyer with respect to the Intellectual Property Assets. 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. 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 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.

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

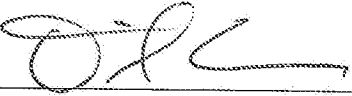
6. This Intellectual Property Assignment and the transactions contemplated hereby shall be governed by and construed in accordance with the domestic laws of, and enforced in, the State of Oregon without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Oregon.

*[Signature Page Follows]*

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

**BUYER:**

**ARI-FC ACQUISITION, LLC**

By:   
Name: Derrick Coder  
Title: Chief Financial Officer and  
Treasurer

**SELLER:**

**AFFILIATED RESOURCES, INC.**

By: \_\_\_\_\_  
Name: Michael Wilkins  
Title:

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

**BUYER:**

**ARI-FC ACQUISITION, LLC**

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

Name:

Title:

**SELLER:**

**AFFILIATED RESOURCES, INC.**

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

Name: Michael Wilkins

Title: President

July 30, 2021

Schedule 4.11(a)

Intellectual Property

Title, mark or design	Jurisdiction	Serial number	Issue date
AQUA PLY	United States	2571935	5/21/2002
AQUA PLY PLUS	United States	2571936	5/21/2002
AQUA SEAL	United States	2618601	9/10/2002
AQUA CEL	United States	2711665	4/29/2003
AQUA BEAM PLUS	United States	2636073	10/15/2002
AQUA TECH	United States	2654721	11/26/2002
TRED-EXTRA	United States	2771653	10/7/2003
TRED-EXTREME	United States	2771652	10/7/2003
TRED-EX	United States	2850697	6/8/2004
TRED-EX WORKS!	United States	2853395	6/15/2004
NANOTeX	United States	4599798	9/9/2014
ROBOTeX	United States	In Process	In Process
DYNA SPAN	United States	2732062	7/1/2003
DYNA CORE	United States	3015599	11/15/2005
DYNA LOCK	United States	3196766	1/19/2007
DYNA BILT	United States	3605071	4/14/2009
DYNA SLIDE	United States	3848232	9/14/2010
DYNA SHIELD	United States	3848231	9/14/2010
MAX TEK	United States	3941309	4/5/2011
PAKtite	United States	4910044	3/1/2016
BLUE RIBBON THINK BEYOND GREEN	United States	4236580	11/6/2012
BLUE DRAGON	United States	3421178	2/2/2010
TRANZLINER	United States	4013031	8/16/2011

Seller has an unregistered trademark in the name AFFILIATED RESOURCES, INC. and in the content on its website.

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RECORDED: 09/19/2021

TRADEMARK  
REEL: 007425 FRAME: 0415