

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676344

| | |
|------------------------------|--|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the typographical error in Assignee ("Buyer") name previously recorded on Reel 007425 Frame 0409. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill. |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|----------|----------------|---------------------|
| Affiliated Resources, Inc. | | 08/31/2021 | Corporation: OREGON |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | ARI-FC Acquisition, LLC |
| Street Address: | 10250 SW Greenburg Road, Suite 300 |
| City: | Portland |
| State/Country: | OREGON |
| Postal Code: | 97223 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|----------------------|----------|----------------|
| Registration Number: | 2571935 | AQUA PLY |
| Registration Number: | 2571936 | AQUA PLY PLUS |
| Registration Number: | 2618601 | AQUA SEAL |
| Registration Number: | 2711665 | AQUA CEL |
| Registration Number: | 2636073 | AQUA BEAM PLUS |
| Registration Number: | 2654721 | AQUA TECH |
| Registration Number: | 2771653 | TRED-EXTRA |
| Registration Number: | 2771652 | TRED-EXTREME |
| Registration Number: | 2850697 | TRED-EX |
| Registration Number: | 2853395 | TRED-EX WORKS! |
| Registration Number: | 4599798 | NANOTEX |
| Serial Number: | 90023282 | ROBOTEX |
| Registration Number: | 2732062 | DYNA SPAN |
| Registration Number: | 3015599 | DYNA CORE |
| Registration Number: | 3196766 | DYNA LOCK |
| Registration Number: | 3605071 | DYNA-BILT |
| Registration Number: | 3848232 | DYNA SLIDE |

OP \$590.00 2571935

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 3848231 | DYNA SHIELD |
| Registration Number: | 3941309 | MAX TEK |
| 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: lisa.davis@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

| | |
|--------------------------------|--------------------------|
| ATTORNEY DOCKET NUMBER: | 28053-51 |
| NAME OF SUBMITTER: | Lisa M. Davis, Paralegal |
| SIGNATURE: | /lisamdavis/ |
| DATE SIGNED: | 09/23/2021 |

Total Attachments: 12
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675394

| | | | |
|-----------------------------------|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Affiliated Resources, Inc. | | 08/31/2021 | Corporation: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | AFI-FC Acquisition, LLC | | |
| Street Address: | 10250 SW Greenburg Road, Suite 300 | | |
| City: | Portland | | |
| State/Country: | OREGON | | |
| Postal Code: | 97223 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
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| Registration Number: | 2618601 | AQUA SEAL | |
| Registration Number: | 2711665 | AQUA CEL | |
| Registration Number: | 2636073 | AQUA BEAM PLUS | |
| Registration Number: | 2654721 | AQUA TECH | |
| Registration Number: | 2771653 | TRED-EXTRA | |
| Registration Number: | 2771652 | TRED-EXTREME | |
| Registration Number: | 2850697 | TRED-EX | |
| Registration Number: | 2853395 | TRED-EX WORKS! | |
| Registration Number: | 4599798 | NANOTEX | |
| Serial Number: | 90023282 | ROBOTEX | |
| Registration Number: | 2732062 | DYNA SPAN | |
| Registration Number: | 3015599 | DYNA CORE | |
| Registration Number: | 3196766 | DYNA LOCK | |
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| Registration Number: | 3848232 | DYNA SLIDE | |
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| Registration Number: | 3941309 | MAX TEK | |

OP \$590.00 2571935

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| Registration Number: | 3421178 | BLUE DRAGON |
| Registration Number: | 4013031 | TRANZLINER |

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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

NAME OF SUBMITTER: Patrick P. Hartigan, SR Paralegal

SIGNATURE: /Patrick P. Hartigan/

DATE SIGNED: 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: Michael Wilkins
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: 007426 FRAME: 0506

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

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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:

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(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**”);

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(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.

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By: _____

Name:

Title:

SELLER:

AFFILIATED RESOURCES, INC.

By: _____

Name: Michael Wilkins

Title: President

July 30, 2021

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