

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIREBOY-XINTEX, LLC		09/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	USSC Acquisition Corp.		
Street Address:	101 Gordon Dr		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1055969	FIREBOY	
Registration Number:	1413104	XINTEX	
Registration Number:	3939761	FIREBOY-XINTEX	
Registration Number:	5620859	ON BOARD, ON GUARD!	
Registration Number:	5580206	AE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202.220.1447		
Email:	nina.dhillon@troutman.com		
Correspondent Name:	David A. Wormser		
Address Line 1:	401 9th Street NW,		
Address Line 2:	Suite 1000		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	139172.000028		
NAME OF SUBMITTER:	David A. Wormser		
SIGNATURE:	/David A. Wormser/		
DATE SIGNED:	10/08/2021		

CH \$140.00 1055969

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

September 30, 2021

This Intellectual Property Assignment Agreement (this “*IP Assignment*”), is made by and between Fireboy-Xintex, LLC, a Delaware limited liability company (“*Assignor*”), and USSC Acquisition Corp., a Delaware corporation, doing business as United Safety & Survivability Corporation (“*Assignee*” and together with Assignor, the “*Parties*”).

BACKGROUND

This IP Assignment is delivered pursuant to Sections 2.5(c)(v) of that certain Asset Purchase Agreement, dated [as of the date hereof], by and among Assignor, Assignee and certain other parties thereto (the “*Asset Purchase Agreement*”).

Pursuant to the Asset Purchase Agreement, Assignor agreed to sell, transfer, convey, assign and deliver to Assignee its entire right, title and interest in and to all of the intellectual property owned by Assignor, as well as the rights of Assignor in any intellectual property licensed by Assignor, specifically including the intellectual property set forth on Schedule A attached hereto (collectively, the “*Acquired Intellectual Property*”), and Assignee agreed to purchase and acquire the Acquired Intellectual Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

COPYRIGHTS

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, free and clear of all Liens (except for Permitted Liens), all of Assignor’s right, title and interest in and to the copyrights included in the Acquired Intellectual Property, and further including any and all (a) renewal rights in respect of such copyrights, (b) rights to obtain registrations of such copyrights in the United States and throughout the world, and (c) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name and Assignee hereby purchases and acquires the same.

TRADEMARKS

2. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, free and clear of all Liens (except for Permitted Liens), all of Assignor’s right, title and interest in and to the trademarks included in the Acquired Intellectual Property, as they relate to Assignor’s business, together with the goodwill that is symbolized by such trademarks, and further including any and all (a) renewal rights in respect of such trademarks, (b) rights to obtain registrations of

such trademarks throughout the world, and (c) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name and Assignee hereby purchases and acquires the same.

PATENTS

3. Assignor sells, transfers, conveys, assigns and delivers to Assignee, free and clear of all Liens (except for Permitted Liens), all of Assignor's right, title and interest in and to the patents and patent applications (including any provisional patent applications) included in the Acquired Intellectual Property, and further including any and all (a) rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, (b) rights to obtain patent or equivalent protection therein throughout the world, and (c) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name and Assignee hereby purchases and acquires the same.

TRADE SECRETS

4. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, free and clear of all Liens (except for Permitted Liens), all of Assignor's right, title and interest in and to the trade secrets of Assignor included in the Acquired Intellectual Property, specifically including any and all (a) rights to sue and recover any and all damages and profits or seek injunctive relief, and (b) rights to obtain any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name and Assignee hereby purchases and acquires the same.

POWER OF ATTORNEY

5. Assignor hereby irrevocably constitutes and appoints Assignee as Assignor's true and lawful attorney, with full power of substitution, in Assignor's name and stead, but on behalf and for the benefit of Assignee, to demand and receive any and all of the Acquired Intellectual Property, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to prosecute in its name, or otherwise, which Assignee may deem proper for the collection or reduction to possession of any of the Acquired Intellectual Property or for the collection or enforcement of any claim or right of any kind hereby assigned, granted, transferred, or set over.

FURTHER UNDERTAKINGS

6. Assignor, for itself and its successors and assigns, agrees, without further consideration, from time to time after the Closing Date, to (i) execute and deliver further instruments of transfer, assumption and assignment and take such other actions as the Assignee may reasonably require to transfer, assign to and vest in Assignee the Acquired Assets; (ii) cooperate with and provide assistance to Assignee in transferring possession of the Acquired Assets to Assignee; and (iii) do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every further act, deed, conveyance, transfer and assurance

necessary to assure their compliance with the terms, provisions, purposes and intents of this IP Assignment and the effectiveness of the rights, benefits and remedies provided for hereby.

GENERAL

7. Entire Agreement. This IP Assignment, the Asset Purchase Agreement and the documents or agreements to be delivered pursuant to Section 2.5(c)(v) of the Asset Purchase Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements, representations, undertakings and understandings, both written and oral, between the Parties with respect to the subject matter hereof. All representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall continue in full force and effect as provided in the Asset Purchase Agreement. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the rights or obligations of the Parties under, or the terms of, the Asset Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Asset Purchase Agreement, including the representations and warranties and other provisions contained therein. In the event that any provision of this IP Assignment is construed to conflict with a provision in the Asset Purchase Agreement, the Parties agree that the provision in the Asset Purchase Agreement shall be controlling.

8. Recordation. Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, patent applications, trademarks, copyrights, and title thereto, to record the Acquired Intellectual Property and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this IP Assignment.

9. Assignment. This IP Assignment may be assigned by Assignee in accordance with the Asset Purchase Agreement, including Section 11.4 thereof.

10. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

11. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the Parties.

12. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the law of the State of Delaware applicable to contracts executed in and to be performed in that State without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

13. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

14. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, and the rules of construction set forth in Sections 11.8 of the Asset Purchase Agreement shall apply to this IP Assignment.


15. Counterparts; Execution by Electronic Means. This IP Assignment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be duly executed on the date first above written.

ASSIGNOR:

FIREBOY-XINTEX, LLC

By: 
Name: Paul C. Darley
Title: Director

[Signature page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007447 FRAME: 0535

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be duly executed on the date first above written.

ASSIGNEE:

USSC ACQUISITION CORP.

By: Joseph Mirabile

Name: Joseph Mirabile

Title: President & Chief Executive Officer

[Signature page to Intellectual Property Assignment Agreement]

SCHEDULE A

Copyrights

None

Trademarks



FIREBOY-XINTEX, LLC SUMMARY OF INTELLECTUAL PROPERTY

Attorney Client Privilege

The ® designation should be used once the mark is registered with the U.S. Patent and Trademark Office. Prior to registration, the ™ legend should be used.


Trademark	Serial/Reg No.	Our File No.	Filing/Reg. Date	Date of First Use/Commerce	File Activity	Goods/Services
FIREBOY	1,055,969	2600.0005	1/11/77	11/05/75; 1/22/76	Final date to pay Section 8/9 without add'l fee 1/11/27	(9) Fire extinguishers
XINTEX	1,413,104	2600.0006	10/14/86	9/23/82	Final date to pay Section 8/9 without add'l fee 10/14/26	(9) Gas or Vapor Detectors and Monitors
FIREBOY-XINTEX	3,939,761	2600.0007	4/5/11	12/31/93	Final date to pay Section 8/9 without add'l fee 4/4/31	(9) fire extinguishers; gas, fume and fire detectors and alarms; safety shut off valves for flammable gas actuated upon detection of flammable gas; and electronic controls for gasoline engines, namely, safety shut down controllers for engines
ON BOARD, ON GUARD	5,620,859	2600.0010	03/07/18	12/31/88	Sections 8/15 due 12/04/24	(9) Carbon monoxide detectors; propane and gasoline detection sensors; propane fume detectors and alarms; gasoline fume detectors and alarms; fire suppression systems comprising fire extinguishers, actuators, piping, and nozzles; fire detection systems comprising fire, smoke, and heat detectors

[Schedule A to Intellectual Property Assignment Agreement]

FIREBOY (China)	29487540	2600.0018			Trademark expires 01/20/29	
FIREBOY- XINTEX (China)	29487542	2600.0020			Trademark expires 07/20/29	
FIREBOY (Hong Kong)	304465512	2600.0023			Trademark expires 03/19/28	
XINTEX (Hong Kong)	304465521	2600.0024			Renewal due 03/17/28	
FIREBOY- XINTEX (Hong Kong)	304465530	2600.0025			Renewal due 03/17/28	

Canada Trademark	Serial/R eg No.	Our File No.	Filing/Re g. Date	Date of First Use/Comme rce	File Activity	Goods/Services
FIREBOY	TMA24 9,423	2600.00 08			Maintenance Fee Due 8/15/25	

AETNA ENGINEERING

Trademark	Serial /Reg No.	Our File No.	Filing /Reg. Date	Date of First Use/Com merce	File Activity	Goods/Services
	5,580, 206	2634.0 002	03/05/ 18	12/31/78	Sections 8/15 due 10/09/2024	9-Tachometers

[Schedule A to Intellectual Property Assignment Agreement]

Additional Trademarks and Trademark Information Confirmed Registered to Seller as of 09/28/2021:

FIREBOY	Canada	0448869	January 18, 1980	TMA249423	August 15, 1980	Registered	9	Fireboy-Xintex, LLC
火孩子 and Design	Hong Kong	304465549	March 20, 2018		September 17, 2018	Registered	9	Fireboy-Xintex, LLC

Patents

	Patent/Application No.	Status	Issue Date
<u>Ganged fire extinguisher system</u>	<u>US7353881</u>	Active	04/08/2008
<u>Ganged fire extinguisher system</u>	<u>US6955226B2</u>	Active	10/18/2005
<u>Dynamic fire suppression system and method thereof</u>	<u>US20190209880A1</u>	Pending	
<u>Carbon monoxide detector and control system and method of operation</u>	<u>US20190293288A1</u>	Pending	

[Schedule A to Intellectual Property Assignment Agreement]

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119703056v5

RECORDED: 10/08/2021

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