

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Athlon Generator, LLC		07/16/2021	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Georator LLC		
Street Address:	3540 Winton Place		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14623		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5241143	ATHLON	
CORRESPONDENCE DATA			
Fax Number:	5852322152		
<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:	5852311382		
Email:	kshimomura@hselaw.com		
Correspondent Name:	Kimberly I. Shimomura		
Address Line 1:	1600 Bausch & Lomb Place		
Address Line 2:	Harter Secrest & Emery LLP		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	85629.44		
NAME OF SUBMITTER:	Kimberly I. Shimomura		
SIGNATURE:	/Kimberly I. Shimomura/		
DATE SIGNED:	10/05/2021		
Total Attachments: 6			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this “Assignment”), effective July 16, 2021, is by and among: (i) Georator LLC, a Delaware limited liability company (the “Assignee”), on the one hand; and (ii) Athlon Generator LLC, a Virginia limited liability company (“Athlon”), and The Georator Corporation, a Virginia corporation (“Georator”, and together with Athlon, the “Assignors”, and each, an “Assignor”), on the other hand. Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement entered into as of May 13, 2021 (the “Purchase Agreement”), by and among Assignors, Assignees and the other parties named therein, pursuant to which the Assignors agreed to sell and assign, and Assignee agreed to purchase and acquire, all domain names, social media accounts, trademarks, service marks and trade names of each Assignor (including the trademarks and trade names “NoBrush”, “Athlon”, “Georator”, “Triathlon II”, and “Triathlon III”) and any logos, designs, symbols, trade dress or other source indicators associated therewith, any fictitious names, d/b/a’s or similar filings related thereto, or any variant of any of them, all business goodwill associated therewith and any applications therefor or registrations thereof, and any other forms of technology, intangibles, know-how, intellectual property or industrial property rights, including any patents, trade secrets, proprietary manufacturing processes, copyrights, rights of publicity, and any licenses, consents or other agreements relating thereto (and any tangible embodiments of the foregoing);

WHEREAS, Athlon desires to assign to Assignee any and all of their right, title, and interest in and to trademarks set forth on Exhibit A (collectively, the “Marks”), as well as any and all goodwill associated with the Marks; and

WHEREAS, Assignors desire to assign to Assignee any and all of their right, title, and interest in and to their respective domain names set forth on Exhibit B (the “Domains”).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, each Assignor does hereby sell, assign, and transfer to Assignee any and all of such Assignor’s right, title, and interest in and to the Marks, the Domains, all goodwill associated therewith, and any and all past, present, and future rights to sue and recover for infringement of the Marks and Domains, as fully and completely as permitted by law, it being the intention of the parties that Assignee shall acquire all rights in and to the Marks and Domains and any and all associated goodwill.

Upon Assignee’s request, and at Assignee’s expense, each Assignor will promptly take such other actions as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of the Assignee in, to and under the Marks and Domains. Such actions shall include, without limitation, the prompt execution and delivery of documents in recordable form (including the prompt execution and delivery of (i) additional confirmatory assignments, including those required for any other trademark office in other applicable jurisdictions, and including those required by the U.S. Patent & Trademark Office to correct online assignment records, assignment records or a chain of assignment and (ii) any and all transfer codes from the domain host or hosts necessary for such transfer) and the provision of documents and information useful or necessary

for Assignee or its affiliates, designees or agents to file, prosecute or maintain any registrations of the Marks or Domains, or pursue or defend any administrative, court, or other legal proceeding involving ownership or usage of the Marks or Domains.

Each of the Assignors represents and covenants that no assignment, license, or encumbrance has been or will be made that would conflict with this Assignment.

Each of the Assignors represents and covenants that no consents of any other parties are necessary or appropriate under any agreements concerning the Marks, the goodwill associated with the marks, or Domains in order for this Assignment to be binding.

Any and all terms not defined in this Assignment shall have the meanings assigned to them in the Purchase Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have each executed this Trademark and Domain Name Assignment as of the date first written above.

ASSIGNORS:

ATHLON GENERATOR LLC

By: Karl Cagle
Name: Karl Cagle
Title: President

THE GEORATOR CORPORATION

By: Karl Cagle
Name: Karl Cagle
Title: President

ASSIGNEE:
GEORATOR LLC

By: _____
Name: Jim Taylor
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have each executed this Trademark and Domain Name Assignment as of the date first written above.

ASSIGNORS:

ATHLON GENERATOR LLC

By: _____

Name: Karl Cagle

Title: President

THE GEORATOR CORPORATION

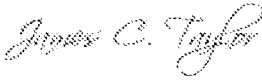
By: _____

Name: Karl Cagle

Title: President

ASSIGNEE:

GEORATOR LLC

By:  _____

Name: Jim Taylor

Title: Chief Executive Officer

Exhibit A
Trademarks

Mark	Country	Owner	App. No. / Reg. No.	App. Date/ Reg. Date	Status
"Athlon"	U.S.	Athlon Generator LLC	87/263428 5241143	December 9, 2016 July 11, 2017	Registered – valid and unrevoked

Exhibit B
Domain Names

Domain name	Status	Owner	Registration date	Expiration date
<u>www.AthlonGenerator.com</u> www.AthlonGenerators.com	Active	Athlon Generator LLC	March 11, 2008	March 11, 2025
www.Georator.com	Active	The Georator Corporation	June 12, 1997	June 12, 2028