

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elasco Products, LLC		08/31/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Elasco Products, LLC		
Street Address:	N102 W19400 Willow Creek Way		
City:	Germantown		
State/Country:	WISCONSIN		
Postal Code:	53022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5015932	ELASCO PRODUCTS	
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:	4142717590		
Email:	jillj@andruslaw.com		
Correspondent Name:	Benjamin R. Imhoff		
Address Line 1:	790 North Water Street, Suite 2200		
Address Line 2:	Suite 2200		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Benjamin R. Imhoff		
SIGNATURE:	/Benjamin R. Imhoff/		
DATE SIGNED:	10/28/2021		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this “**Assignment**”) is made as of August 31, 2021, by and between Elasco Products, LLC, a California limited liability company (the “**Assignor**”), and Elasco Products, LLC, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

A. Assignor, Assignee and the other parties thereto have entered into an Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”).

B. Pursuant to the Purchase Agreement, the parties thereto have agreed, among other things, that Assignor will transfer and convey to Assignee all of Assignor’s right, title and interest in and to all of the Owned IP Rights that are Acquired Assets (the “**Acquired Intellectual Property**”) including, without limitation, the Owned IP Rights set forth on Exhibit A hereto.

C. The execution and delivery of this Assignment is required under Section 1.10(a)(iv) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. For the Purchase Price, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Acquired Intellectual Property and all goodwill associated therewith, including, without limitation: (i) all patents, patents pending, patent rights, inventions, trade secrets, models, designs, and all patent registrations and patent applications of any nature, any continuations, divisionals, continuations-in-part, provisional applications, renewals, reissues, re-examinations, extensions or foreign equivalents thereof, and including the subject matter of all claims that may be obtained therefrom; (ii) all trademarks, service marks, trademark rights, trade names, slogans, logos, trade dress, Internet domain names, web sites and other designations of source or origin, in each case together with all goodwill, and all registrations and applications for registration related to any of the foregoing; (iii) all works of authorship, copyrights and copyrightable subject matter, and all registrations and applications for registration related to any of the foregoing; (iv) all mask work rights, moral rights, master work rights, trade secrets and other confidential information, know-how, work product, materials, diagrams, user guides and other documents, proprietary processes and rights, formulae, algorithms, models and methodologies, all discoveries, improvements, and ideas; (v) all databases and database rights; (vi) all software (including all source code and all object code); and (vii) and all other corresponding rights (including, without limitation, any licenses) that are or may be secured under the laws of the United States or any state, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or 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 benefits, income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Acquired Intellectual Property, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives. Assignor does hereby waive all claims of any proprietary or moral rights (or droit moral) in the Acquired Intellectual Property or any derivative works based on the Acquired Intellectual Property.

2. In addition to the applicable representations and warranties provided in the Purchase Agreement, Assignor represents and warrants that: (i) Assignor has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (ii) Assignor has not executed, and will not, execute any agreement or other instrument in conflict herewith.

3. Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such non-monetary cooperation and assistance (including, without limitation, the execution and delivery, in a timely manner, of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation with respect to (i) the preparation and prosecution of any applications relating to the rights assigned herein, (ii) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Acquired Intellectual Property or this Assignment, and (iii) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Assignor agrees to cooperate with Assignee and to follow Assignee's reasonable instructions in order to effectuate the transfer of the registrations for the domain names in a timely manner. Without limiting the generality of the foregoing, Assignor agrees to correspond with each registrar of the domain names to authorize transfer of the registrations for the domain names, as soon as practicable after the date of this Assignment. Assignee shall bear the fees of the registrars required in connection with any transfer of the domain names.

4. Solely in connection with the assignment of the Acquired Intellectual Property and without limiting Section 3 hereof, Assignor hereby constitutes and appoints Assignee the true and lawful agent and attorney-in-fact of Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor, but on behalf and for the benefit of Assignee and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Acquired Intellectual Property or any part thereof;

(b) to institute and prosecute, in the name of Assignor or otherwise, any and all proceedings at law, in equity or otherwise, that Assignee or its successors and assigns may deem proper in order to collect or reduce to possession any of the Acquired Intellectual Property, and to

do all things legally permissible, required or reasonably deemed by Assignee to be required to recover and collect the Acquired Intellectual Property and to use Assignor's name in such manner as Assignee may reasonably deem necessary for the collection and recovery of same; and

(c) to execute and deliver any such documents on Assignor's behalf, in its name and to do all other lawfully permitted acts to transfer the Acquired Intellectual Property to Assignee and further the transfer, issuance, prosecution and maintenance of all rights therein.

Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

5. This Assignment may not be amended or modified in any respect, except by a written instrument signed by all of the parties to this Assignment making specific reference to this Assignment. This Assignment shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

6. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document. Any signature to this Assignment delivered via facsimile, electronic mail, or in .PDF format shall be deemed an original for all purposes.

7. This Assignment is governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflict of laws principles.

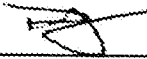
8. If any term, provision, or clause hereof, or of any other agreement or document which is required by this Assignment, is held to be invalid, such invalidity shall not affect or render invalid any other provision or clause hereof or thereof, the consideration of mutuality of which can be given effect without such invalid provision, and all of which shall remain in full force and effect. If any provision of this Assignment is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable under applicable law.

[Signature Page Follows]

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

ASSIGNOR

ELASCO PRODUCTS, LLC
a California limited liability company

By: 
Name: Dani Rothenberg
Title: President

ASSIGNEE

ELASCO PRODUCTS, LLC
a Delaware limited liability company

By: _____
Name: Rich Spratt
Title: CEO

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

ASSIGNOR

ELASCO PRODUCTS, LLC
a California limited liability company

By: _____
Name: Dani Rothenberg
Title: President

ASSIGNEE

ELASCO PRODUCTS, LLC
a Delaware limited liability company



By:  _____
Name: Rich Spratt
Title: CEO

EXHIBIT A

ACQUIRED INTELLECTUAL PROPERTY

Trademarks

Mark	Country	Serial No.	Filed	Reg. No.	Reg. Date
	US	86689952	7/10/15	5015932	8/9/16

Patents

Patent Title	Country	Serial No.	Filed	Patent No.	Issued
Cable protector	US	29537120	8/21/15	D799941	10/17/17

Domain Name

elascoproducts.com

Social Media Identifiers

Social Media	Username	Password
Facebook	@ElascoProducts	[To be provided]