

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Mitographers, Inc.		12/30/2021	Corporation: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Fey Industries, Inc.		
Street Address:	200 4th Ave. N.		
City:	Edgerton		
State/Country:	MINNESOTA		
Postal Code:	56128		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3434196	THE MITOGRAPHERS INC.	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	612-332-5300		
Email:	jsass@merchantgould.com		
Correspondent Name:	Gregory C. Golla		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	14447.0151US01		
NAME OF SUBMITTER:	Gregory Golla		
SIGNATURE:	/gcg/		
DATE SIGNED:	01/05/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 30, 2021, is made by The Mitographers, Inc. ("**Seller**"), a South Dakota corporation, located at 4720 N. 4th Avenue, Sioux Falls, South Dakota 57104, in favor of Fey Industries, Inc. ("**Buyer**"), a Minnesota corporation, located at 200 4th Ave. N., Edgerton, Minnesota 56128, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of December 31, 2021 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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:

The trademark registration and trademark application set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademark in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark 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 Assigned Trademark. 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. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of South Dakota, without giving effect to any choice or conflict of law provision or rule (whether of the State of South Dakota or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

SCHEDULE 1

Assigned Trademark

United States Patent and Trademark Office Registration #3434196