

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spokane Industries, Inc.		12/31/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Spokane Stainless Technologies, Inc.		
Street Address:	3808 N. Sullivan Road		
Internal Address:	Bldg. #4		
City:	Spokane Valley		
State/Country:	WASHINGTON		
Postal Code:	99216		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4852899	NO ENTRY	
Registration Number:	4625002	HANDIFUELER	
Registration Number:	4624994	SEALVAC	
Registration Number:	4746537	CLEANSWEEP	
Registration Number:	4994454	HELIFUELER	
CORRESPONDENCE DATA			
Fax Number:	5096242528		
<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:	5097472052		
Email:	mac@randalldanskin.com		
Correspondent Name:	Marcellus A. Chase		
Address Line 1:	601 W. Riverside Ave.		
Address Line 2:	Suite 1500		
Address Line 4:	Spokane, WASHINGTON 99201		
NAME OF SUBMITTER:	MARCELLUS A. CHASE		
SIGNATURE:	/Marcellus A. Chase/		
DATE SIGNED:	01/05/2022		

OP \$140.00 4852899

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of December 31, 2021, is made by Spokane Industries, Inc. (“**Seller**”), a Washington corporation, located at 3808 N. Sullivan Road Bldg. #4 Spokane Valley, WA 99216 in favor of Spokane Stainless Technologies, Inc., (“**Buyer**”), a Washington corporation, the acquirer of certain assets of Seller pursuant to a Membership Interest Purchase Agreement, dated as of January __, 2022 (the “**Membership Interest Purchase Agreement**”).

WHEREAS, under the terms of the Membership Interest 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 IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees 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 “**Assigned IP**”):

(a) the patents and patent applications set forth on the Schedule hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on the Schedule hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, 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 IP to Buyer, or any assignee or successor thereto.

3. Terms of the Membership Interest Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Membership Interest 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 IP. The representations, warranties, covenants, agreements, and indemnities contained in the Membership Interest 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 Membership Interest Purchase Agreement and the terms hereof, the terms of the Membership Interest Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.


5. Successors and Assigns. This IP 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 IP 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 IP 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 Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Spokane Industries, Inc.

By: 

Name: ARBYN E. TENOLD

Title: MANAGER & DIRECTOR

SCHEDULE

<u>SealVac Patents</u>			
File #	Patent #	Title	Country
SP25-002	5,117,876	Defueling Fitting and Method for Removing Fuel From an Aircraft Fuel Cell	U.S.
46982.0002	6,896,013 B2	Aircraft Defueling Apparatus and Method	U.S.
46982.0011	EP 1682412	Aircraft Defueling Apparatus and Method	European
46982.0012	2004318255	Aircraft Defueling Apparatus and Method	Australia
46982.0022	2008211990	Aircraft Defuelling Apparatus and Method (Div)	Australia
46982.0013	2,542,566	Aircraft Defueling Apparatus and Method	Canada
46982.0004	6,860,300 B1	Aircraft Defueling System	U.S.
46982.0014	EP1675772	Aircraft Defueling System	European
46982.0015	2004319330	Aircraft Defueling System	Australia
46982.0016	2,542,580	Aircraft Defueling System	Canada
46982.0010	7,171,990 B2	Contoured Surface Defueling Fitting	U.S.
46982.0018	2,608,006	Contoured Surface Defueling Fitting	Canada
46982.0019	1888441	Contoured Surface Defueling Fitting	European
46982.0020	2006333586	Contoured Surface Defueling Fitting	Australia

Handifuler Service Cart Patents:

46982.0023	8,740,251 B2	Ground Support Service Cart Apparatus and Method	U.S.
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CleanSweep Patents:

S035-0022US	9,637,307	Sliding-Locking Below Liquid Manway Door	U.S.
S035-0022USC1	10,239,688	Sliding-Locking Below Liquid Manway Door (Divisional)	U.S.
S035-0022USC2		Sliding-Locking Below Liquid MW Door (Continuation)	
S035-0022AU	2014209587	Sliding-Locking Below Liquid Manway Door	Australia
S035-0022CL		Sliding-Locking Below Liquid Manway Door	Chile
S035-0022EP	2984006	Seal for Manway Door	European
S035-0022EPC1		Seal for Manway Door (Continuation)	European
S035-0023US	9,281,550	Self Cleaning Tank	U.S.
S035-0023USC1	10,336,534	Self Cleaning Tank (Continuation of 14/255,778)	U.S.
S035-0023USC2		Self Cleaning Tank (Divisional of Continuation)	U.S.
S035-0023AU	2014262838	Self Cleaning Tank	Australia
S035-0023AUC1		Self Cleaning Tank (Continuation)	Australia
S035-0023CL		Self Cleaning Tank	Chile
S035-0023EP		Self Cleaning Tank	European
S035-0023EPC1		Self Cleaning Tank (Continuation)	

U.S. Trademarks

File #	Title
S035-0028TMUS	NO ENTRY
S035-0024TMUS	HANDIFUELER
S035-0025TMUS	SEALVAC
S035-0027TMUS	CLEANSWEEP
S035-0032TMUS	HELIFUELER

Foreign Trademarks

Title	Country
CLEANSWEEP	Australia
CLEANSWEEP	European Community
CLEANSWEEP	WIPO
CLEANSWEEP	Chile