

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM705698

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Producto Corporation		12/31/2021	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Juniper Ring Acquisitions, LLC		
<b>Street Address:</b>	2980 Turner Road		
<b>City:</b>	Eillicott		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14701		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0896447	PRODUCTO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	415-591-1000		
<b>Email:</b>	TrademarksSF@winston.com		
<b>Correspondent Name:</b>	Becky Troutman		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman		
<b>SIGNATURE:</b>	/Becky L. Troutman/		
<b>DATE SIGNED:</b>	01/31/2022		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment Agreement”), effective as of December 31, 2021 (“Effective Date”), is between JUNIPER RING ACQUISITIONS, LLC, a Delaware limited liability company (“Assignee”) and PRODUCTO CORPORATION., a Michigan corporation (“Assignor”).

A. Pursuant to that certain Asset Purchase Agreement, dated as of December 31, 2021 (as it may be amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and among Assignor, PMT GROUP, INC. (“Shareholder”), and Assignee, the parties thereto have agreed to effect the acquisition of certain assets of Assignor, upon the terms and subject to the conditions set forth in the Purchase Agreement;

B. Pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement; and

C. Assignor is willing to assign all rights it may have in and to all of the Business Intellectual Property Assets and all goodwill of the business associated with all Owned Intellectual Property Assets (the “Assigned IP”) on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to the Assignee, its successors and assigns, all of Assignor’s worldwide right, title and interest in and to all of the Assigned IP, including any and all of the following in any jurisdiction throughout the world constituting Assigned IP:

(a) patents, industrial designs, and utility models and applications for any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, requests for continuing examination, reissues, reexaminations, renewals and extensions of any of the foregoing, including the patents and patent applications identified in Exhibit A attached hereto;

(b) trademarks, service marks, certification marks, trade names, trade dress, logos, slogans, tag lines, fictitious business names, uniform resource locators, internet domain names, social media accounts and handles, and all other source or business identifiers or designators of origin (whether registered or unregistered), registrations and applications, for registration of, and renewals and extensions of, any of the foregoing, and all common law rights in and goodwill associated with any of the foregoing (collectively, “Trademarks”), including the trademarks, trademark registrations, trademark applications and domain names identified in Exhibit A;

(c) works of authorship, websites, copyrights, mask work rights, database rights, and design rights (all whether registered or unregistered) registrations and applications for registration of, and all renewals and extensions of, any of the foregoing and all moral rights associated with any of the foregoing, including the copyrights, mask works and registrations and applications therefor identified in Exhibit A;

(d) all economic rights of authors and inventors, however denominated;

(e) computer software, firmware, databases, data collections and related documentation and materials, including source code, object code, code repositories, development tools, application programming interfaces, user interfaces, architecture, files, manuals, programmers' notes, derivative works, foreign language versions, fixes, upgrades, updates, enhancements, current and prior versions and releases, and all media and other tangible property necessary for the delivery or transfer of any of the foregoing (collectively, "Software");

(f) artificial intelligence technologies, including machine learning technologies and deep learning technologies;

(g) trade secrets and other proprietary and confidential information and data, including inventions (whether or not patentable or reduced to practice), invention disclosures, ideas, developments, improvements, know-how, designs, drawings, algorithms, source code, methods, processes, techniques, formulae, research and development, compilations, compositions, manufacturing processes, production processes, devices, specifications, reports, analyses, data, data analytics, customer lists, supplier lists, pricing information, cost information, business plans, business proposals, marketing plans, and marketing proposals, including the trade secrets identified in Exhibit A;

(h) any rights recognized under applicable Law that are equivalent or similar to any of the foregoing; and

(i) all rights to sue and collect damages for past, present and future infringement of and other violations of any of the foregoing.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents, trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Patents and Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Warranty. Assignor represents, warrants and covenants to the Assignee, its successors and assigns that (a) Assignor is the sole and exclusive owner of, and has the right to assign, all right, title and interest in and to the Intellectual Property and Assignor owns all right, title and interest in and to the Intellectual Property, free and clear of any liens or encumbrances; (b) Assignor has not pledged or granted a security interest or lien in the Intellectual Property; (c) the Intellectual Property is not subject to any pending claims or court actions; and (f) to such Assignor's knowledge, no third party has claimed that the use of the Intellectual Property infringes

or otherwise violates any intellectual property or proprietary right of such third party. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Further Assurances. Assignor shall provide the Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by the Assignee to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid the Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Intellectual Property in all jurisdictions and to record the Assignee as owner of the Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will do all things necessary, proper or advisable to reasonably assist Assignee in transferring all domain names that are Intellectual Property, including as applicable, placing each of the domain names in “unlocked” status and provide to Assignee the Internet domain name registrars’ transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor’s right, title and interest in the domain names to Assignee. Assignor shall not assert any right, title or interest in or to any of the Intellectual Property and shall not use any of the Intellectual Property except as may be expressly authorized by the Assignee in writing.

6. General.

(a) Interpretation, Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to “Section” or “Sections” refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or terms. The parties have participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(b) Governing Law. This Agreement will be governed by the laws of the State of New York without regard to conflicts of laws principles.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the

original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic PDF shall be deemed to be their original signatures for all purposes.

(d) Entire Agreement. This Assignment Agreement and the Purchase Agreement represent the entire agreement between the parties with respect to the assignment of the Intellectual Property by Assignor and may be modified or amended only by a writing signed by both parties that specifically mentions this Assignment Agreement.

(e) Binding Agreement. This Assignment shall be binding on and inure to the benefit of Assignee and Assignor and their respective successors and assigns.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

Assignor:

**PRODUCTO CORPORATION, a**  
Michigan corporation

By: \_\_\_\_\_

  
Name: Newman M. Marsilius, IV  
Title: President

Assignee:

**JUNIPER RING ACQUISITIONS, LLC**

By: \_\_\_\_\_

Name:  
Title:

*Signature Page to Intellectual Property Assignment Agreement*

AmericasActive:16290162.2

**TRADEMARK**  
**REEL: 007598 FRAME: 0278**

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

Assignor:

**PRODUCTO CORPORATION,**  
a Michigan corporation

By: \_\_\_\_\_  
Name:  
Title:

Assignee:

**JUNIPER RING ACQUISITIONS, LLC**

By: Adam Cook  
Name: Adam Cook  
Title: President



## EXHIBIT A

### Intellectual Property

#### Patents; Patent Applications

None.

#### Trademarks; Trademark Registrations; Trademark Applications

Country	Trademark	Reg. No.
United States	PRODUCTO	0896447
N/A		Unregistered
N/A		Unregistered
N/A		Unregistered
N/A	RING	Unregistered
N/A	DIECO	Unregistered
N/A	PRODUCTO	Unregistered

#### Domain Names

Producto.com  
Dieco.US  
Productodiemakers.com  
Ringprecision.com  
Ringprecision.net

#### Copyrights; Copyright Registrations

None

#### Trade Secrets

Proprietary processes and know-how related to the manufacturing and design processes, including such know-how documented in operation process sheets.