

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hydro-Aire, Inc.		02/01/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Hydro-Aire Aerospace Corp.		
Street Address:	3000 Winona Avenue		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91504		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76277758	SMARTSTEM	
Serial Number:	78594918	SMARTSTEM	
CORRESPONDENCE DATA			
Fax Number:	9726283616		
<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:	9726283600		
Email:	cranetm@munckwilson.com		
Correspondent Name:	Matthew S. Anderson		
Address Line 1:	12770 Coit Road		
Address Line 2:	Suite 600		
Address Line 4:	Dallas, TEXAS 75251		
ATTORNEY DOCKET NUMBER:	CRNC01-00063		
NAME OF SUBMITTER:	Matthew S. Anderson		
SIGNATURE:	/Matthew S. Anderson/		
DATE SIGNED:	02/01/2022		
Total Attachments: 9			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made and entered into as of February 1, 2022, ("Effective Date"), by and between Hydro-Aire, Inc., a California Corporation, with an address of 3000 Winona Avenue, Burbank, California, 91504, United States ("Assignor") and Hydro-Aire Aerospace Corp., a California Corporation with an address of 3000 Winona Avenue, Burbank, California, 91504, United States ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor owns all right, title, and interest in and to certain Intellectual Property, including patents and patent applications, trademarks and service marks, both registered and unregistered, copyrights, and Other Intellectual Property under statutory or common law worldwide;

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to sell, transfer, convey, assign, and deliver to Assignee, all right, title, and interest in and to the Intellectual Property, together with all common law rights therein, along with the ongoing business and all goodwill of the business associated with and symbolized by the Trademarks.

NOW, THEREFORE, in consideration of Ten Dollars (USD \$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TRADEMARK ASSIGNMENTS

1. Assignor does hereby assign to Assignee the trademarks and/or service marks identified in Schedule A attached hereto and the applications and registrations therefor shown in the said Schedule A, and any other trademark rights owned by Assignor throughout the world (the "Trademarks");
2. Assignor does hereby assign to Assignee all right, title, and interest in and to the Trademarks, including all applications and registrations for the Trademarks, and including the portion of the business to which the marks pertain, such business being ongoing and existing, together with the goodwill of the business symbolized by the Trademarks, and the right to sue for and collect all awards, proceeds, and compensation accruing for past infringements of the Trademarks.
3. Assignor will discontinue its business operations with respect to the Trademarks as of the Effective Date;
4. Assignee will continue the business, or portions thereof to which the Trademarks pertain, as of the Effective Date, and has a bona fide intent to use the Trademarks in commerce, whereby Assignee is the successor to the business of the Assignor, or portions thereof to which the Trademarks pertain;

5. This Intellectual Property Assignment is one of several related transactions being executed contemporaneously between Assignor and Assignee to effect the acquisition described herein;
6. Assignor does hereby sell, assign, convey, and transfer to Assignee, its successors, legal representatives, and assigns, all of Assignor's right, title, and interest in and to the Trademarks and all applications and registrations for the Trademarks, including the portion of the business to which the marks pertain, such business being ongoing and existing, together with the goodwill of the business symbolized by the Trademarks, and all claims, if any, which may have arisen thereunder prior to the Effective Date of this Assignment, and the right to recover for damages and profits and all other remedies for past, present, and future infringements of any of the Trademarks or any registrations and applications therefor as of the Effective Date;
7. Assignor hereby authorizes Assignee to record this Assignment with all government agencies or trademark registries; and,
8. Assignor shall at any time on and after the Effective Date, at the request of Assignee, execute and deliver to Assignee such additional documents, instruments, consents, conveyances, assignments, and other writings as may be reasonably required to assign, transfer, convey, or perfect the transfer of Assignor's right, title, and interest in and to the Trademarks to Assignee or otherwise to carry out, confirm, or evidence the transactions contemplated by this Agreement.

PATENT ASSIGNMENTS

1. Assignor desires to assign to Assignee the patents, patent applications, and/or industrial designs or other registrations identified in Schedule B attached hereto, including all related patents and applications to those identified in Schedule B, and any other patent rights owned by Assignor throughout the world (the "Patents");
2. Assignor does hereby sell, assign, and transfer unto Assignee, its successors, assigns, and legal representatives, the full and exclusive right to the Patents and the entire right, title, and interest in and to any and all Patents which may be granted therefor and/or therefrom, to all nonprovisional applications, divisions, reissues, substitutions, continuations, continuations-in-part, and extensions of said Patents. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and respective Patent and Intellectual Property Offices worldwide, to issue all patents for any currently pending applications identified on Schedule B, or patents resulting therefrom, insofar as Assignor's interests are concerned, to Assignee, of the entire right, title, and interest in and to the same, for its sole use and benefit; and for the use and benefit of its legal representatives, to the full end of the term for which said Patent(s) may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment not been made.

3. Assignor also assigns to Assignee, its successors, assigns and legal representatives, the full and exclusive right, title, and interest to the inventions disclosed in said Patents throughout the world, and all other inventions owned by the Assignor, including the right to file applications and obtain patents, utility models, industrial models, and designs for the inventions in the Assignee's own name throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of the inventions and all rights to register the inventions in appropriate registries, all foreign rights arising from pre-grant publication of the Patents;
4. Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.
5. Assignor agrees to communicate to Assignee, its successors, assigns and/or legal representatives, any known facts respecting any improvements, and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Properties in all countries.
6. Assignor hereby authorizes Assignee to record this Assignment with the applicable governmental authority, including, without limitation, the United States Patent and Trademark Office, with respect to the Properties. Assignor shall deliver or cause to be delivered to Assignee all such additional agreements, certificates, instruments or documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee the rights herein assigned.

OTHER INTELLECTUAL PROPERTY ASSIGNMENTS

1. Assignor desires to assign to Assignee all other Intellectual Property, whether or not identified in Schedule A or Schedule B attached hereto, including, without limitation, all registered or unregistered rights to inventions, patents, trademarks, service marks, trade dress, copyrights, trade secrets, industrial designs, utility models, database rights, maskworks, moral rights, Internet domain names and registrations, and social media accounts and usernames owned by Assignor throughout the world (the "Other Intellectual Property");
2. Assignor does hereby sell, assign, and transfer unto Assignee, its successors, assigns, and legal representatives, the full and exclusive right to the Other Intellectual Property throughout the world, all rights to register, protect, and enforce the Other Intellectual Property, and all rights to damages and injunctive remedies arising from infringement of the Other Intellectual Property.

3. Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in the Other Intellectual Property in Assignee, its successors, assigns and legal representatives.

This Assignment of Intellectual Property shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be effective as of the Effective Date written above.

Hydro-Airc, Inc.

Hydro-Airc Aerospace Corp.

By: Matthew D. Michael

By: Matthew D. Michael

Name: Matthew D. Michael

Name: Matthew D. Michael

Title: Assistant Secretary

Title: Assistant Secretary

STATE OF Connecticut)
)
COUNTY OF Fairfield)

ss. Stanford 12/15/2021

On December 15, 2021, before me, Lenora Rowser, Notary Public, personally appeared Matthew D. Michael, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

Lenora Rowser

Notary Public

My commission expires:

LENORA ROWSER
NOTARY PUBLIC
State of Connecticut
MY COMMISSION EXPIRES DEC. 31, 2024