

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM710021

<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>
GAR WARE FULFLEX AMERICAS INC.	FORMERLY Garjlex Inc	02/01/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GARWARE FULFLEX USA, INC.		
<b>Street Address:</b>	32 Justin Holden Dr #7050		
<b>City:</b>	Brattleboro		
<b>State/Country:</b>	VERMONT		
<b>Postal Code:</b>	05301		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	71351345	FULFLEX	
<b>Serial Number:</b>	87388899	COMFI-FIT	
<b>Serial Number:</b>	87947471	FRFLEX	
<b>Serial Number:</b>	87947472	CLEAR-FIT	
<b>Serial Number:</b>	87947450	LAUNDRAFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8028601208		
<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>	8028601003		
<b>Email:</b>	ip@dunkielsaunders.com		
<b>Correspondent Name:</b>	Shawn Gordon		
<b>Address Line 1:</b>	College Street		
<b>Address Line 2:</b>	91 College St		
<b>Address Line 4:</b>	Burlington, VERMONT 05402		
<b>NAME OF SUBMITTER:</b>	Shawn Gordon		
<b>SIGNATURE:</b>	/Shawn Gordon/		
<b>DATE SIGNED:</b>	02/23/2022		
<b>Total Attachments: 8</b>			

OP \$140.00 71351345

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of February 1, 2022, is entered into by and between **GARWARE FULFLEX AMERICAS INC.**, a Delaware corporation, *formerly known as Garflex Inc* (“**Assignor**”), and **GARWARE FULFLEX USA, INC.**, a Delaware corporation (“**Assignee**”).

**WHEREAS**, pursuant to that certain Reorganization Agreement dated for reference purposes as of January 25, 2022, by and among Garflex Inc, a Delaware corporation, Elastomer Inc., a North Carolina corporation, Garware Fulflex India Private Limited, an Indian company, and Garware Fulflex USA Inc., a Delaware corporation (the “**Reorganization Agreement**”), Assignor has conveyed, transferred, and assigned, among other assets, all intellectual property of Assignor, 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 jurisdictions;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

1. Assignment. By virtue of the reorganization transaction set forth in the Reorganization Agreement, Assignee shall assume all Intellectual Property (as defined in the Reorganization Agreement) by operation of law, and Assignor further hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Intellectual Property, including, but not limited to, the following (the “**Assigned IP**”):

(a) the Intellectual Property registrations, including: (i) the patents and patent applications listed on Schedule 1, including any issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”); (ii) the trademark registrations and applications listed on Schedule 1, including any extensions and renewals of each registered trademark (the “**Trademarks**”), with the goodwill of the business connected with using, and symbolized by, the Trademarks; (iii) all copyrights and exclusive copyright licenses, including copyrightable source code or software owned by Assignor, including any registrations and renewals thereof (the “**Copyrights**”); and (iv) any domain names held by Assignor;

(b) all non-registered Intellectual Property relating to the Intellectual Property assets;

(c) all rights of any kind whatsoever of Assignor 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 based on any and all of the foregoing; and

(e) any and all claims and causes of action, regarding 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. Assignor authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any jurisdictions to record and register this IP Assignment upon request by Assignee or any of its affiliates. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor will take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto.

3. Terms of the Reorganization Agreement. The parties acknowledge and agree this IP Assignment is entered contemporaneously with the Reorganization Agreement, to which reference is made for a further statement of the rights and obligations of the parties and their affiliates regarding the Assigned IP. The representations, warranties, covenants, agreements, and indemnities in the Reorganization Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. If any conflict occurs or inconsistency between the Reorganization Agreement and the terms hereof, the Reorganization Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission will 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 will be binding upon and will inure to the benefit of the parties 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 will be governed by, and construed under, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:  
GARWARE FULFLEX AMERICAS INC.  
a Delaware corporation  
*formerly known as Garflex Inc*

By: Maria T. Santiago  
Name: MARIA T. Santiago  
Title: President

ASSIGNEE:  
GARWARE FULFLEX USA, INC.,  
a Delaware corporation

By: Maria T. Santiago  
Name: MARIA T. Santiago  
Title: President

*Signature Page to Intellectual Property Assignment Agreement*