

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEAP PAL Parts and Consumables, LLC		12/31/2021	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Trajan Scientific Americas, Inc.		
Street Address:	1421 W. Wells Branch Pkwy #108		
City:	Pflugerville		
State/Country:	TEXAS		
Postal Code:	78660		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3563599	L-MARK	
Registration Number:	4539568	L-MARK ABSOLUTE	
Registration Number:	5530761	L-MARK INTEGRITY	
Registration Number:	5594154	LEAP PAL PARTS + CONSUMABLES	
Registration Number:	6356301	PAL PARTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(619) 238-4856		
Email:	khoffman@swsslaw.com, clopez@swsslaw.com		
Correspondent Name:	Katherine M. Hoffman		
Address Line 1:	401 B Street, Suite 1200		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	90781-011		
NAME OF SUBMITTER:	Katherine M. Hoffman		
SIGNATURE:	/kmh/		
DATE SIGNED:	03/04/2022		

OP \$140.00 3563599

Total Attachments: 6

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (“Assignment”) dated as of December 31, 2021, is being executed and delivered by the undersigned pursuant to that certain Asset Purchase Agreement, dated December 7, 2021 (as amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”), by and among LEAP PAL Parts and Consumables, LLC, a North Carolina limited liability company (“Assignor”) and Trajan Scientific Americas, Inc., a Texas corporation (“Assignee”).

RECITAL

Assignee and Assignor are parties to the Purchase Agreement pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest, if any, in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, symbols, logos, designs, and trade names, and the goodwill of the business associated therewith, including without limitation the servicemarks, trademarks, servicemark and trademark registrations, trade names and symbols listed on Exhibit F annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Names").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest, if any, in, to and under the Names, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any of the Names, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Facsimile transmission of any signed original document or retransmission of any signed facsimile transmission will be deemed the same as delivery of an original. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute but one and the same agreement.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of North Carolina applicable to agreements made and fully performed within the State of North Carolina, without regard to the doctrine of conflicts of laws.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:

LEAP PAL Parts and Consumables, LLC,
a North Carolina limited liability company

By: _____
Mary Hannah Jones, Managing Member

By: _____
William Plyler, President and Member

ASSIGNEE:

TRAJAN SCIENTIFIC AMERICAS INC.,
a Texas corporation

By: _____
Name:
Title:

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of North Carolina applicable to agreements made and fully performed within the State of North Carolina, without regard to the doctrine of conflicts of laws.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:

LEAP PAL Parts and Consumables, LLC,
a North Carolina limited liability company

By: Mary Hannah Jones
Mary Hannah Jones, Managing Member

By: William Plyler
William Plyler, President and Member

ASSIGNEE:

TRAJAN SCIENTIFIC AMERICAS INC.,
a Texas corporation

By: _____
Name:
Title:

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of North Carolina applicable to agreements made and fully performed within the State of North Carolina, without regard to the doctrine of conflicts of laws.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:

LEAP PAL Parts and Consumables, LLC,
a North Carolina limited liability company

By: _____
Mary Hannah Jones, Managing Member

By: _____
William Plyler, President and Member

ASSIGNEE:

TRAJAN SCIENTIFIC AMERICAS INC.,
a Texas corporation

By: _____
Name: ROBERT LYON
Title: VP CORPORATE DEVELOPMENT

EXHIBIT F

NAMES

	US PTO Serial Number	US PTO Reg. Number	Word Mark	Live/Dead	Class(es)
1	87756341	6356301	PAL PARTS	LIVE	9 Design
2	87756304	5594154	LEAP PAL PARTS + CONSUMABLES	LIVE	009, 035 Design
3	87024594	5530761	L-MARK INTEGRITY	LIVE	9 Standard Character
4	85869591	4539568	L-MARK ABSOLUTE	LIVE	9 Standard Character
5	77450615	3563599	L-MARK	LIVE	9 Standard Character