

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM713897

<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>
POWERFLOW, INC,		06/25/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NUVIE PRODUCTS INC.		
<b>Street Address:</b>	2851 Broadway Avenue		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Cheektowaga		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14227		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4112026	NUVUE PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2166214072		
<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>	2166212234		
<b>Email:</b>	cplacko@tarolli.com		
<b>Correspondent Name:</b>	George L. Pinchak, Esq.		
<b>Address Line 1:</b>	tarolli, sundheim, covell & tummino		
<b>Address Line 2:</b>	1300 east ninth street, suite 1700		
<b>Address Line 4:</b>	cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	George L. Pinchak		
<b>SIGNATURE:</b>	/George L. Pinchak/		
<b>DATE SIGNED:</b>	03/11/2022		
<b>Total Attachments: 4</b>			
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OP \$40.00 4112026

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of the 25th day June, 2019, is made by POWERFLOW, INC., a New York corporation ("Assignor"), in favor of NUVUE PRODUCTS INC., a Delaware corporation ("Assignee"), in connection with that certain Stock Purchase Agreement, which will be dated on or about the 25th day June, 2019, by and among Assignor, Powerflow Group, Inc. (the "Purchaser") and the other parties thereto (the "Purchase Agreement").

WHEREAS, in anticipation of the execution of the Purchase Agreement, whereby all of the issued and outstanding stock of Assignor will be sold to the Purchaser, Assignor wishes to convey, transfer, and assign to Assignee, and Assignee wishes to acquire from Assignor, certain intellectual property of Assignor that is unrelated to the business of Assignor and is solely and exclusively related to the business of the Assignee (the "Assignment"), and

WHEREAS, in furtherance of the Assignment, the parties have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (collectively, the "Assigned IP"):

(a) the patents and patent applications set forth on **Schedule I** hereto and all issuances, divisions, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, reexaminations, restorations, and renewals thereof (the "Patents"), together with all Trade Secrets (as defined in the Uniform Trade Secrets Act), work papers, and other documents related thereto;

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

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on **Schedule III** hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

(d) the internet domain names set forth on **Schedule IV** hereto and all social media accounts and user names (including "handles"), whether or not Trademarks, together with all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights;

(f) 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

(g) 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. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors and assigns, 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 Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement. 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.

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.

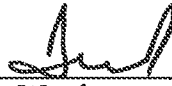
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York 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.

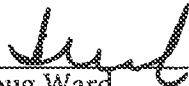
SELLER:

POWERFLOW, INC.

By:   
Name: Doug Ward  
Title: President

BUYER:

NUVUE PRODUCTS INC.

By:   
Name: Doug Ward  
Title: President

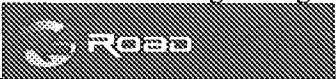

**SCHEDULE II**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations and Applications:**

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
NUVUE PRODUCTS	U.S.	76/692798 12-Sep-2008	4112026 13-Mar-2012	Powerflow, Inc.
ROADSPORT BADGEZ	U.S.	76/692850 11-Sep-2008	4088140 17-Jan-2012	Powerflow, Inc.
ROADSPORT ROADGUARD	U.S.	76/692799 12-Sep-2008	4088139 17-Jan-2012	Powerflow, Inc.

**Unregistered Trademarks:**

Mark	Goods/Services
BIG MUDDER EXTREME	Splashguards
ROADGUARD	Splashguards
ROADSPORT Logo Design 	Logo
RS DEFENDER TOW GUARD and Design 	Towing protection guard

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