# OP \$40.00 5933516

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM717957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dynamize LLC		01/26/2022	Limited Liability Company: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Milwaukee Electric Tool Corporation	
Street Address: 13135 West Lisbon Road		
City:	Brookfield	
State/Country: WISCONSIN		
Postal Code: 53005		
Entity Type: Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5933516	RIPJACK

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 2627906567

Email: milwaukeeip@milwaukeetool.com

Correspondent Name: Cheryl Piefer-Wachtel Address Line 1: 13135 W Lisbon Road

Address Line 4: Brookfield, WISCONSIN 53005

NAME OF SUBMITTER:	Cheryl Piefer-Wachtel		
SIGNATURE:	/Cheryl Piefer-Wachtel/		
DATE SIGNED:	03/31/2022		

**Total Attachments: 4** 

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#### Exhibit C

## Intellectual Property Assignment Agreement

This intellectual property assignment agreement ("IP Assignment"), dated as of January 26, 2022, is made by Dynamize LLC ("Dynamize"), a Missouri limited liability company, located at 1601 S. Providence Rd., Suite 119F, Columbia MO 65211, in favor of Milwaukee Electric Tool Corporation ("Milwaukee"), a Delaware Corporation, located at 13135 W. Lisbon Rd., Brookfield, WI 53005, the purchaser of certain assets of Dynamize pursuant to an Asset Purchase Agreement between Milwaukee and Dynamize, dated as of January 26, 2022 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Dynamize has conveyed, transferred, and assigned to Milwaukee, among other assets, certain intellectual property of Dynamize, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office or other government entities or agencies in any applicable jurisdictions.

# NOW THEREFORE. Dynamize agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dynamize hereby irrevocably conveys, transfers, and assigns to Milwaukee all of Dynamize's right, title, and interest in and to the following (the "Assigned IP"):
- (a) the patents and patent applications set forth on <u>Schedule 1</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, renewals, and any counterparts thereof filed anywhere in the world (the "Patents");
- (b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks: provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Dynamize's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing:
- (c) the copyrights, copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Copyrights"):
- (d) all right, title, and interest in and to the www.theripjack.com "Domain Name", including the current registration thereof with Bluehost; and any other rights (including, but not limited to, trademark rights in any jurisdiction) Dynamize may have in the Domain Name, including any goodwill associated therewith.
- (c) all rights of any kind whatsoever of Dynamize accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world:
- (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.

(a) Dynamize hereby requests and authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and 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 of the Assigned IP specified in Schedules 1 and 2 attached hereto to transfer all right, title and interest in and to the Assigned IP to Milwaukee Electric Tool Corporation. Following the date hereof, upon Milwaukee's reasonable request, Dynamize shall provide such cooperation and assistance to Milwaukee 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

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reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Milwaukee, or any assignee or successor thereto.

- (b) Milwaukee shall be responsible for taking all actions as are necessary to effectuate the transfer of ownership and control of the Domain Name to Milwaukee, and cause the Domain Name to be registered in the name of Milwaukee with the domain name registry set forth on Schedule & C'Buyer's Registrar"). Dynamize shall execute all documents, papers, forms, and authorizations to effect the foregoing, upon Milwaukee's reasonable request.
- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Dynamize and Milwaukee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. 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. <u>Successors and Assigns</u>. 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 Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, SELLER HAS DULY EXECUTED AND DELIVERED THIS IP ASSIGNMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Title: Principal

ACKNOWLEDGMENT	
STATE OF TEXAS	) )SS,
COUNTY OF DENTON	)
On the 2 day of January, 2022, before me personally appeared to the foregoing instrument, who, being duly sworn, the same [in [his/her] authorized capacity as the	evidence) to be the person whose name is did depose and say that [he/she] executed of Dynamize, the limited liability company,
AGREED TO AND ACCEPTED:	Milwaukee Dectric Top Torporation  By: Name: Ty Stavisk Title: CFO
ACKNOWLEDGMENT	
STATE OF WISCONSIN	}
COUNTY OF WAUKESHA	)\$S. }
On the 25 day of January 2022, before me personally appeared known to me (or proved to me on the basis of satisfactory evide subscribed to the foregoing instrument, who, being duly sworn, the same in [his/her] authorized capacity as the	nee) to be the person whose name is did depose and say that (he/she) executed of Milwankee Electric Tool Company, rument to be [his/her] free act and deed/the the uses and purposes mentioned in the
My Commission Expires: 30 20 30 FOR PUBLISHING ATE OF	Notary Publich Notary Publich Pringled Name: Cheugh Veier Washich NS
ATE OF	TRADEMAR

REEL: 007676 FRAME: 0453

## SCHEDULE 2

# ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

# Trademark Registrations

Nark Jurisdiction		Registration Number Registration Date		
 RIPJACK	U.S.	5933516	12/10/2019	

# Trademark Applications

RECORDED: 03/31/2022

Mark	suristiction	ITU Status	Application Serial Number	Filing Date
N/A		<u> </u>		