

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM719258

<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>
William Cutler		03/29/2022	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Niagara Conservation Corp.		
<b>Street Address:</b>	1200 Lakeside Parkway		
<b>Internal Address:</b>	Suite 450		
<b>City:</b>	Flower Mound		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75028		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5581315	STEALTH TECHNOLOGY	
<b>Registration Number:</b>	5590795	STEALTH CONSERVATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147405760		
<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>	2147401460		
<b>Email:</b>	IP@bellnunnally.com		
<b>Correspondent Name:</b>	S. Roxanne Edwards		
<b>Address Line 1:</b>	2323 Ross Avenue		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	S. Roxanne Edwards		
<b>SIGNATURE:</b>	/S. Roxanne Edwards/		
<b>DATE SIGNED:</b>	04/06/2022		
<b>Total Attachments: 2</b>			
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source=Executed Assignment from William Cutler to Niagara Conservation Corp#page2.tif			

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## ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment") is made and entered into effective this 29 day of March, 2022, by and between William Cutler, a United States Citizen with an address at 45 Horsehill Road, Cedar Knolls, New Jersey 07927 ("Assignor") and Niagara Conservation Corp., a New Jersey corporation with an address at 1200 Lakeside Parkway, Suite 450, Flower Mound, Texas 75028 ("Assignee") (collectively referred to as the "Parties" and individually as a "Party").

**WHEREAS**, Assignor owns any and all rights in and to U.S. Registration Numbers 5,581,315 and 5,590,795 for the marks **STEALTH TECHNOLOGY** and **STEALTH CONSERVATION**, respectively, and any and all common law rights associated therewith (the "Trademarks");

**WHEREAS**, Assignee wishes to acquire from the Assignor, and the Assignor wishes to assign and transfer to the Assignee, all of the Assignor's rights, title, and interest in and to the Trademarks and the goodwill associated therewith; and

**WHEREAS**, the Parties, intending to be legally bound, agree as follows:

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer, and set over to Assignee, its successors, legal representatives, and assigns, all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated therewith, and all claims, if any, which may have arisen thereunder prior to the 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.

Assignor further covenants that Assignee will, upon request, be provided promptly with all pertinent facts and documents relating to the Trademarks as may be known and accessible to Assignor and will testify as to the same in any office action, opposition, or litigation related thereto, and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and enforce the Trademarks in the United States and/or in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Upon request of Assignee, at any time, Assignor shall promptly perform all reasonable acts, execute, acknowledge, deliver, and/or cause to be delivered any letter of consent and any further assurances, instruments, affidavits, or documents, and provide any other assistance and cooperation as may be reasonably necessary or appropriate to change ownership of the Trademarks and any registration and application for the Trademarks to Assignee, to perfect in Assignee full, sole, and complete ownership in and to all rights, title, and interest in and to the Trademarks and any registrations and applications therefor, and to fulfill all the terms and conditions of this Assignment.

This Assignment constitutes a complete and exclusive statement of the terms of the assignment and agreement between the Parties with respect to its subject matter. This Assignment may not be amended except by a written document executed by the Parties. A waiver of any term, condition, or provision in this Assignment by either Party shall be valid only if given in writing and only in the instance for which given and shall not be deemed continuing, and any such waiver shall not be construed as a waiver of any other provision of this Assignment. Failure to exercise or assert any right or remedy shall not constitute a waiver of such right or remedy or of the same right or remedy in another case or of any other right or remedy.

If a court of competent jurisdiction holds any provision of this Assignment invalid or unenforceable, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment of Trademarks to be executed as of the day and year first written above.

**WILLIAM CUTLER**

**NIAGARA CONSERVATION CORP.**

By: \_\_\_\_\_

Name: William Cutler

Title: Owner

By: \_\_\_\_\_

Name: Kyle Cutler

Title: C.E.O.