

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM735344

|                                                                                                                                                                                                 |                                                    |                            |                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|----------------------------|------------------------------------------|
| <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>                       |
| TEMPO INDUSTRIES, LLC                                                                                                                                                                           |                                                    | 02/17/2022                 | Limited Liability Company:<br>CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                                    |                            |                                          |
| <b>Name:</b>                                                                                                                                                                                    | KORRUS, INC.                                       |                            |                                          |
| <b>Street Address:</b>                                                                                                                                                                          | 837 N. SPRING ST.                                  |                            |                                          |
| <b>Internal Address:</b>                                                                                                                                                                        | SUITE 103                                          |                            |                                          |
| <b>City:</b>                                                                                                                                                                                    | LOS ANGELES                                        |                            |                                          |
| <b>State/Country:</b>                                                                                                                                                                           | CALIFORNIA                                         |                            |                                          |
| <b>Postal Code:</b>                                                                                                                                                                             | 90012                                              |                            |                                          |
| <b>Entity Type:</b>                                                                                                                                                                             | Corporation: DELAWARE                              |                            |                                          |
| <b>PROPERTY NUMBERS Total: 8</b>                                                                                                                                                                |                                                    |                            |                                          |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                                      | <b>Word Mark</b>           |                                          |
| <b>Registration Number:</b>                                                                                                                                                                     | 3333753                                            | TEMPO                      |                                          |
| <b>Registration Number:</b>                                                                                                                                                                     | 3333754                                            | TEMPO INDUSTRIES           |                                          |
| <b>Registration Number:</b>                                                                                                                                                                     | 3702973                                            | NO FACTORY IN THE FIELD    |                                          |
| <b>Registration Number:</b>                                                                                                                                                                     | 4006745                                            | UNIBIN                     |                                          |
| <b>Registration Number:</b>                                                                                                                                                                     | 4444705                                            | CLIP                       |                                          |
| <b>Registration Number:</b>                                                                                                                                                                     | 4803306                                            | TEMPO                      |                                          |
| <b>Registration Number:</b>                                                                                                                                                                     | 4718035                                            | LESS HUMANS PER LUMEN      |                                          |
| <b>Registration Number:</b>                                                                                                                                                                     | 5065535                                            | DON'T CROSS IT - CLIP IT!! |                                          |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                                    |                            |                                          |
| <b>Fax Number:</b>                                                                                                                                                                              | 9198003226                                         |                            |                                          |
| <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>                                                                                                                                                                                   | (919) 522-0312                                     |                            |                                          |
| <b>Email:</b>                                                                                                                                                                                   | jaybrownlaw@gmail.com                              |                            |                                          |
| <b>Correspondent Name:</b>                                                                                                                                                                      | JAY M. BROWN                                       |                            |                                          |
| <b>Address Line 1:</b>                                                                                                                                                                          | 1135 KILDAIRE FARM RD.                             |                            |                                          |
| <b>Address Line 2:</b>                                                                                                                                                                          | SUITE 200                                          |                            |                                          |
| <b>Address Line 4:</b>                                                                                                                                                                          | CARY, NORTH CAROLINA 27511                         |                            |                                          |

OP \$215.00 3333753

|                                |                |
|--------------------------------|----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | KOR22008GEN    |
| <b>NAME OF SUBMITTER:</b>      | Jay M. Brown   |
| <b>SIGNATURE:</b>              | /Jay M. Brown/ |
| <b>DATE SIGNED:</b>            | 06/16/2022     |

**Total Attachments: 15**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*") dated as of February 17, 2022, is made by and between Tempo Industries, LLC, a California limited liability company ("*Assignor*"), and Korrus, Inc., a Delaware corporation ("*Assignee*").

### RECITALS

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of the date hereof ("*Asset Purchase Agreement*"), pursuant to which, upon the terms and subject to the conditions set forth therein, Assignor shall sell, and Assignee shall purchase, the Assets and Assignee shall assume the Assumed Liabilities, as specified in the Asset Purchase Agreement, at the Closing and as of the Closing Date.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants contained herein and in the Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

- I. General Assignment. In accordance with the terms of the Asset Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and agrees to deliver to Assignee, effective as of the Closing Date:
  - a. all right, title and interest in and to, and rights, duties and obligations under, the Assigned Contracts and Assumed Liabilities;
  - b. all of Assignor's right, title and interest to the Intellectual Property owned by Assignor including Assignor's rights in any abandoned, cancelled, rejected or expired Intellectual Property owned by Assignor, and including without limitation, the Seller Owned Intellectual Property, and any part, component, aspect, element and right thereof (collectively, the "*Assigned Intellectual Property*");
  - c. (i) the exclusive right to exercise, exploit, assign, transfer, commercialize, develop, improve, and grant rights and licenses under and with respect to any of the Assigned Intellectual Property, and to sue or otherwise enforce, and continue any suit or other enforcement, for any infringement of Assigned Intellectual Property occurring before or after the Closing Date, subject in each case to all Out-Bound Licenses granted by Assignor to third parties under the Assigned Intellectual Property set forth on Schedule 5.19(c) of the Asset Purchase Agreement, and (ii) all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the Assigned Intellectual Property, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Closing Date; and
  - d. the exclusive right to file, continue, discontinue, prosecute, abandon, maintain, cancel, let expire, apply for and obtain statutory rights and registrations with respect to any Assigned Intellectual Property, including without limitation any Assigned Intellectual Property conceived, developed or reduced to practice prior to the Closing Date solely by

individuals who were employees or consultants of Assignors within the scope of their employment or engagement, subject in each case to all rights granted by Assignor to third parties prior to the Closing Date as set forth in Schedule 5.19(c) of the Asset Purchase Agreement (such provisions in Section 1(a) through (d), the "*Assignment*").

2. Assumption. In accordance with the terms of the Asset Purchase Agreement, the undersigned Assignee hereby accepts the Assignment and agrees to completely and timely perform all obligations on the part of Assignor under or in relation to the Assigned Contracts, if any, and further agrees to be liable for, perform, pay and discharge any and all of the Assumed Liabilities, if any, from and after the Closing Date.

3. Domain Names. In furtherance of the Assignment in Section 1 above, Assignor hereby irrevocably transfers, conveys, sells and assigns to Assignee all right, title and interest, everywhere in the world, in and to the domain names registrations included in the Assigned Intellectual Property, which are listed on Schedule A hereto, and all subdomains thereunder.

4. Patents. In furtherance of the Assignment in Section 1 above, Assignor hereby irrevocably transfers, conveys, sells and assigns all of Assignor's right, title and interest, everywhere in the world, in and to the Patents included in the Assigned Intellectual Property, which are set forth in Schedule B, including, but not limited to, any continuations, divisions, continuations-in-part, substitutes, reissues, reexaminations, extensions and renewals thereof, together with all priority rights (including, but not limited to, all provisional patent applications and PCT applications) and counterpart applications (including, but not limited to, all pending and granted national stage applications) under any existing or future international patent conventions, agreements or treaties, to Assignee. Assignor hereby authorizes and requests the Commissioner of the United States Trademark and Patent Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the foregoing Patents. Upon the Closing, Assignor shall instruct its patent counsel to promptly transfer (electronically, to the extent commercially feasible) to Assignee or its designated counsel all documents in the possession of Seller's patent counsel that are related to the Patents included in the Assigned Intellectual Property, including, without limitation, documents related to all provisional patent applications and PCT applications owned by Seller. Assignor covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

5. Trademarks. In furtherance of the Assignment in Section 1 above, Assignor hereby irrevocably transfers, conveys, sells and assigns all of Assignor's right, title and interest, everywhere in the world, in and to the Marks included in the Assigned Intellectual Property, which are set forth in Schedule C (the "*Assigned Marks*"), to Assignee, together with the goodwill of the business in connection with and symbolized by the Assigned Marks, and pursuant to Section 10 of the Trademark Act, 15 U.S.C. §1060, such assignment includes the portion of the business of Assignor to which the Assigned Marks pertain, and all rights to sue (including filing and prosecuting opposition, cancellation and other similar proceedings) and for recovery, damages and profits due or accrued, arising out of or in connection with, any and all past, present and future infringements or dilution of or damage or injury to the Assigned Marks or such associated goodwill, if any. Assignor hereby authorizes and requests the Commissioner of the United States Trademark and Patent Office, and the corresponding entity or agency in any applicable foreign

country, to record Assignee as assignee and owner of the Assigned Marks. Assignor covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

6. Copyrights. In furtherance of the Assignment in Section 1 above, Assignor hereby irrevocably transfers, conveys, sells and assigns all of Assignor's right, title and interest, everywhere in the world, in and to the Copyrights included in the Assigned Intellectual Property to Assignee, including without limitation all of Assignor's rights in derivative works and modifications thereof. Assignor hereby waives any and all moral rights claims associated with the Copyrights included in the Assigned Intellectual Property, including, but not limited to, the right to be known as the author, the right to object to any alterations to a work, the right to prevent others from being named as the author of a work, the right to prevent others from falsely attributing to one the authorship of work that one has not in fact written, the right to prevent others from making changes in a work, the right to withdraw a published work from distribution and the right to prevent others from using a work or in the author's name in such a way as to reflect on the author's professional standing.

7. Miscellaneous.

a. Definitions. Capitalized terms used but not defined herein shall be defined as set forth in the Asset Purchase Agreement.

b. Power of Attorney. Assignor irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact, to act for and in Assignor's behalf and stead to execute and file any documents necessary to perfect the assignment to Assignee of the Assigned Intellectual Property and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, trademark or copyright registrations thereon with the same legal force and effect as if executed by or on behalf of Assignor. The power of attorney granted pursuant to this Section 7(b) is given in consideration of the agreements and covenants of Assignor in connection with the transactions contemplated by this Agreement and, as such, is coupled with an interest and shall be irrevocable.

c. Further Assurances. Assignor hereby covenants that, from time to time after the delivery of this Agreement, at Assignee's request and reasonable expense, Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered such further acts, conveyances, transfers, assignments, powers of attorney and assurances as Assignee may reasonably require to convey, transfer to and vest in Assignee, and to put Assignee in possession of, any of the Assigned Contracts, Assumed Liabilities and Assigned Intellectual Property.

d. No Modification. Nothing contained in this Agreement is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor, Assignee or any other party under the Asset Purchase Agreement. Notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

e. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

f. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

g. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the fullest extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.

h. Governing Law. **THIS AGREEMENT IS MADE UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF CALIFORNIA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.** In any action between or among any of the parties, whether arising out of this Agreement or otherwise, (a) each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in the State of California; (b) if any such action is commenced in a state court, no party shall object to the removal of such action to any federal court located in Los Angeles County in the State of California; (c) **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY OF THE PARTIES HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF;** and (d) each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which such party is to receive notice in accordance with Section 12.2 of the Asset Purchase Agreement.

8. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each party hereto has duly executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNOR:**

**TEMPO INDUSTRIES, LLC**

By: Michael Bremser  
Name: Michael Bremser  
Title: President

**ASSIGNEE:**

**KORRUS, INC.**

By: Mark Reynolds  
Name: mark reynoso  
Title: CEO

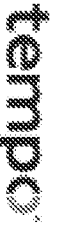
# SCHEDULE A

## Domain Names

[www.tempoilc.com](http://www.tempoilc.com)

[www.tempoiindustries.com](http://www.tempoiindustries.com)





CONFIDENTIAL

Website update: 7/28/20

CPA Global update: 12/8/2020

| Patent Number | 2/7/2022   | 36         | 37         | 38         | 35         | 34         | 33       | 32       |
|---------------|------------|------------|------------|------------|------------|------------|----------|----------|
| 11,060,676    | 11/19/2021 | 12/22/2020 | 10,871,271 | 10,721,806 | 10,451,254 | 10,352,509 | 0850,706 | 0850,785 |
| 9861153       | 1/10/2025  | 5/24/2024  | 1/15/2024  | 4/23/2023  | 1/13/2023  | 5/2/2019   | 6/4/2019 | 6/4/2019 |
| 7,297         | 4/9/2023   | 6/20/2022  | 1/12/2022  | 4/22/2021  | 1/12/2021  |            |          |          |
| 11,797        | 11/2/2023  | 6/29/2021  | 1/17/2022  | 4/22/2021  | 1/11/2021  |            |          |          |

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SCHEDULE B











CONFIDENTIAL

19-Jul-21

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Application number Number 17/171,671 16/125,500

Publication Number

Country

US

US

|                  |            |           |
|------------------|------------|-----------|
| Issue/File Date  | 2/9/2021   | 9/7/2018  |
| Issue/File Date  |            |           |
| US patent family | 10,721,806 | 9,841,153 |
| provisional      |            | no        |
| annuity          |            |           |
| file#            | -20304.00  | 20108.00  |

Product

HLS-XA (continuation) #4 (divisional)

Adaptive Cove  
ALLOWED

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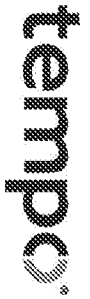
| Patent Number       | 7/19/2021                                         | 8       | ABANDON 2021               | 7       | 5                    | ABANDON 2021 | 5                  |
|---------------------|---------------------------------------------------|---------|----------------------------|---------|----------------------|--------------|--------------------|
| Country             | EU                                                | 3440400 | EU                         | 3463372 | UK                   | GB2567744    | 20 2018 105 426.0  |
| File Date           | 4/5/2017                                          |         | 9/27/2018                  |         | 9/17/2018            |              | 9/21/2018          |
| other jurisdictions | GER, UK, FR                                       |         | GER, UK, FR                |         | 15/712,905           |              | 15/712,905         |
| US patent family    |                                                   |         |                            |         | 18151,779            |              |                    |
| other file number   | 1776766                                           |         | 18197288.8                 |         |                      |              |                    |
| renewal date        | 4/5/2021                                          |         | 9/27/2021                  |         | 9/30/2022            |              | 9/21/2021          |
| 2nd renewal         | annual                                            |         | annual/GER, FR, UK in 2021 |         | annual after 4 years |              | years 5 and 8      |
| 3rd renewal         |                                                   |         |                            |         | 9/30/2023            |              | 9/21/2024          |
| expiration          | 4/5/2037                                          |         | 9/27/2038                  |         | 9/17/2838            |              | 9/21/2028          |
| comment             |                                                   |         |                            |         |                      |              | Utility Model      |
| Description         | Adaptive Cove                                     |         | Adaptive Cove with means   |         | Prefabricated Cove   |              | Prefabricated Cove |
| Product             | SM III Wall Mount Light                           |         |                            |         |                      |              |                    |
|                     | Sensor Step Module                                |         |                            |         |                      |              |                    |
|                     | Sensorial RA                                      |         |                            |         |                      |              |                    |
|                     | Sensorial Supplemental Rail                       |         |                            |         |                      |              |                    |
|                     | Seat Light 1                                      |         |                            |         |                      |              |                    |
|                     | Seat Light 2                                      |         |                            |         |                      |              |                    |
|                     | Vertical Row Marker                               |         |                            |         |                      |              |                    |
|                     | Seat Marker                                       |         |                            |         |                      |              |                    |
|                     | Guardian Step & Aisle (Illuminated products only) |         |                            |         |                      |              |                    |
|                     | Series 3000                                       |         |                            |         |                      |              |                    |
|                     | Series 3100                                       |         |                            |         |                      |              |                    |
|                     | Series 4000                                       |         |                            |         |                      |              |                    |
|                     | Series 5000                                       |         |                            |         |                      |              |                    |
|                     | Series 6000                                       |         |                            |         |                      |              |                    |
|                     | Series 7000                                       |         |                            |         |                      |              |                    |
|                     | CT1                                               |         |                            |         |                      |              |                    |
|                     | OSR, OSR, OSR2                                    |         |                            |         |                      |              |                    |
|                     | CS                                                |         |                            |         |                      |              |                    |
|                     | CL1                                               |         |                            |         |                      |              |                    |
|                     | CS1/SL1                                           |         |                            |         |                      |              |                    |
|                     | OSensorial                                        |         |                            |         |                      |              |                    |
|                     | Indirect Light Engine                             |         |                            |         |                      |              |                    |
|                     | 18.12.3 Sensor                                    |         |                            |         |                      |              |                    |
|                     | HL3                                               | YES     |                            |         |                      |              |                    |
|                     | RFN                                               | YES     |                            |         |                      |              |                    |
|                     |                                                   | YES     |                            |         |                      |              |                    |
|                     |                                                   | YES     |                            |         |                      |              |                    |
|                     |                                                   | YES     |                            |         |                      |              |                    |

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|------------------|---------------------|-----------------|---------------------|------------|---------------|
| 3282177          | 2993385             | 20-2015-101-641 | 2545322             | 1/001724   | 2011800136784 |
| EPO              | EPO                 | Germany         | EPO                 | Macau      | China         |
| 8/1/2015         | 3/18/2015           | 3/18/2015       | 2/28/2011           | 1/28/2011  | 2/28/2011     |
| BE, FR, GER, UK  | BE, FR, GER, IT, UK | KA              | BE, FR, GER, IT, UK | MO         | KA            |
| 9596740          | 9596740             | 9596740         | 8398176             | 8398176    | 8398176       |
| 0E-6020170009713 | DE-6020150053908    |                 | 0E-60201183449610   |            |               |
| 0E-6020170009713 | IT-50201700012543   |                 | IT-502017000016672  |            |               |
| 6/9/2019         | 4/3/2018            | 4/1/2018        | 2/18/2018           | 2/18/2018  | 2/18/2018     |
| 2019-1-1-1       | 2018-1-1-1          | year: 3, 6, 8   | 2018-1-1-1          | 2018-1-1-1 | 2018-1-1-1    |
| 4/1/2013         | 4/1/2013            | 4/1/2013        | 4/1/2013            | 4/1/2013   | 4/1/2013      |
| 4/1/2015         | 4/1/2015            | 4/1/2015        | 2/28/2011           | 1/28/2011  | 2/28/2011     |
|                  |                     | Utility Model   |                     |            |               |
| HL5-KA           | HL5                 | HL5             | SW3                 | SW3        | SW3           |
|                  |                     |                 | yes                 | yes        | yes           |
|                  |                     |                 |                     |            |               |
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|                  |                     |                 |                     |            |               |
| YES              | YES                 | YES             |                     |            |               |

980-440-1601





CONFIDENTIAL

23-Sep-21

Sect 8

| Mark                        | File Number | Date       | Country | Renewal    | declaration | 5 yr       | Next Renewal | 9yr plus 10yr | status  |
|-----------------------------|-------------|------------|---------|------------|-------------|------------|--------------|---------------|---------|
| Tempo (word)                | 3333753     | 11/13/2007 | USA     | 11/13/2017 | complete    | complete   | 11/13/2026   |               |         |
| Tempo Industries (old logo) | 3333754     | 11/13/2007 | USA     | 11/13/2017 | complete    | complete   | 11/13/2026   |               |         |
| No Factory In The Field     | 3702973     | 10/27/2009 | USA     | Feb-19     | complete    | complete   | 1/1/2028     |               |         |
| UNIBIN                      | 4006745     | 8/2/2011   | USA     | none       | complete    | complete   | 8/2/2020     |               | abandon |
| CLIP                        | 4444705     | 12/3/2013  | USA     | none       | complete    | complete   | 1/1/2028     |               |         |
| Tempo Industries            | 3004326     | 6/18/2013  | USA     | none       | complete    | complete   | 6/18/2022    |               |         |
| Tempo Industries            | 829276963   | 6/18/2013  | Brazil  | none       | NA          | NA         | 6/23/2022    |               |         |
| Tempo (new logo)            | 4803306     | 9/1/2015   | USA     | none       | complete    | complete   | 9/1/2024     |               |         |
| Less Humans Per Lumen       | 4718035     | 4/7/2015   | USA     | none       | 4/5/2020    | 4/7/2023   |              |               | abandon |
| Don't Cross It, Clip IT!!   | 5065535     | 10/18/2016 | USA     | none       | 10/17/2021  | 10/18/2025 |              |               |         |
| Tempo(word)                 | TMA959,449  | 1/6/2017   | Canada  | none       | NA          | 1/6/2031   |              |               |         |
| Tempo (word)                | 15726813    | 7/26/2019  | EU      | none       | NA          | 8/5/2025   |              |               |         |

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SCHEDULE C