

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Monitors, Inc.		12/16/2021	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	MSA Technology, LLC		
Street Address:	1000 Cranberry Woods Drive		
City:	Cranberry Township		
State/Country:	PENNSYLVANIA		
Postal Code:	16066		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4150062	GASSONIC	
Registration Number:	2538922	GENERAL MONITORS	
Registration Number:	4942015	GM	
Registration Number:	3254062	HAZARDWATCH	
Registration Number:	4628881	OBSERVER	
Registration Number:	4648429	OBSERVER	
CORRESPONDENCE DATA			
Fax Number:	4129459533		
<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:	4124718815		
Email:	assignments@webblaw.com		
Correspondent Name:	Kirk M. Miles, The Webb Law Firm		
Address Line 1:	420 Fort Duquesne Boulevard, Suite 1200		
Address Line 2:	One Gateway Center		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	08415-1703771 et al.		
NAME OF SUBMITTER:	Cecilia R. Dickson, The Webb Law Firm		
SIGNATURE:	/Cecilia R. Dickson/		
DATE SIGNED:	06/22/2022		

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Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Assignment”), to be signed on December 16, 2021 (the “Effective Date”), is entered into by and between **General Monitors, Inc.**, a Nevada corporation, with its principal place of business located at 26776 Simpatica Circle, Lake Forest, California 92630 (“Assignor”) and **MSA Technology, LLC**, a Pennsylvania limited liability company, with its principal place of business located at 1000 Cranberry Woods Drive, Cranberry Township, Pennsylvania 16066 (“Assignee”).

BACKGROUND

- A. Assignor is the owner of certain intellectual property described in Articles 1-4 of this Assignment and the trademark registrations and applications and the patents and patent applications listed on the attached Schedule A and Schedule B;
- B. Assignor desires to assign, and Assignee desires to acquire from Assignor, all worldwide right, title, and interest in and to the Assigned IP and the Assigned Know-How (both defined below), including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties, as mutually agreed, may wish to record such acquisition in the respective Patent and Trademark Offices, Copyright Offices, and/or relevant official offices, registrars, and registries around the world.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree as follows:

ARTICLE 1

Assignment of Trademarks

As of the date hereof, Assignor hereby transfers, conveys, assigns, contributes and delivers, and agrees to further transfer, convey, assign, contribute, and deliver to Assignee and Assignee accepts all right, title, and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto as well as any registered and unregistered trade names, trademarks, service marks, brand names (including the name “General Monitors” and “General Monitors, Inc.” including but not limited to use in product approvals), logos, corporate names and other source identifiers, domain names and other Internet addresses or identifiers, trade dress and similar rights, and applications (including intent to use applications and similar reservations of marks) to register any of the foregoing, owned, currently used or controlled by Assignor, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such applications, registrations and filings; (iii) moral rights and publicity rights of Assignor; (iv) all license agreements and licenses for the use of the foregoing; (v) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (vi) all rights to sue for past, present, and future infringements of the foregoing, including the right

to settle suits involving claims and demands for royalties owing; (vii) all rights corresponding to any of the foregoing throughout the world; and (viii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the foregoing is collectively referred to in the Assignment as the “Assigned Trademarks”).

ARTICLE 2

Assignment of Patents

As of the Effective Date, Assignor hereby transfers, conveys, assigns and delivers, and agrees to further transfer, convey, assign, contribute, and deliver to to Assignee and Assignee accepts all right, title, and interest of Assignor in and to (i) the patents, patent applications, utility models, invention registrations of any type, and design patents (including registered designs), and equivalents thereof, owned, used, or controlled by Assignor, including the patents and patent applications set forth in Schedule B hereto, as well as any inventions and disclosures previously created by employees of Assignor but not yet filed; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, renewals, extensions, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to or arising from any of the foregoing; (iii) all licenses for the use of the foregoing; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the foregoing is collectively referred to in this Assignment as the “Assigned Patents”).

ARTICLE 3

Assignment of Copyrights

As of the Effective Date, Assignor hereby transfers, conveys, assigns, contributes and delivers, and agrees to further transfer, convey, assign, contribute and deliver, to Assignee and Assignee accepts all right, title, and interest of Assignor in and to (i) all copyrights and copyright registrations, copyrightable works, applications for copyright registration, as well as any unregistered copyrights owned, used or controlled by Assignor, (ii) all extensions or renewals of the foregoing, in each case whether published or unpublished, (iii) all computer programs, software (in object and source code), firmware, middleware, applications, APIs, web widgets, code and related algorithms, models and methodologies, files, documentation and all other tangible embodiments thereof owned or used by Assignor; (iv) all licenses for the use of the foregoing; (v) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (vi) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties

owing; (vii) all rights corresponding to any of the foregoing throughout the world; and (viii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the foregoing is collectively referred to in the Assignment as the “Assigned Copyrights” and, together with the Assigned Trademarks and Assigned Patents, the “Assigned IP”).

ARTICLE 4

Know-How

As of the Effective Date, Assignor hereby, transfers, conveys, assigns, contributes and delivers, and agrees to further transfer, convey, assign, contribute, and deliver, to Assignee and Assignee accepts all right, title, and interest of Assignor in and to all trade secrets and other proprietary information, including know-how, inventions, data collections, development tools, diagrams, drawings, reports, formulae, methods, processes and processing instructions, technical data, data base rights, specifications, research and development information, technology, product roadmaps, customer lists, business, financial, sales, marketing, technical and other information, techniques, processes, standard calculations, business information, residual know-how and other information used, owned or controlled by Assignor that is necessary or useful to design, develop or manufacture products, in each case whether or not embodied in any tangible form (but including all tangible embodiments of the foregoing), and any other intellectual property rights of any kind or nature that do not comprise or are not protected by the Assigned IP (collectively referred to in this Assignment as the (“Assigned Know-How”). For purposes of this definition, “residual know-how” means confidential information in non-tangible form, which may be retained in the unaided memories of individuals.

ARTICLE 5

Consideration

As consideration for the assignments of intellectual property rights by Assignor to Assignee in this Agreement, Assignee shall pay to Assignor the sum of **Twenty Three million ninety six thousand dollars (US \$23,096,000)** within thirty (30) days of the execution of this Agreement by all parties.

ARTICLE 6

Further Assurances

Assignor shall promptly do, make, execute, or deliver, or cause to be done, made, executed, or delivered, all such further acts, documents, and things as are necessary to transfer ownership of the Assigned IP and the Assigned Know-How to Assignee and for Assignee to record or register the Assigned IP and the Assigned Know-How with the relevant official office or registry.

ARTICLE 7

Liabilities; Indemnification

Assignee is not assuming any of the liabilities or obligations relating to the Assigned IP or the Assigned Know-How that are based in whole or in part on any facts or circumstances that existed on or prior to the Effective Date. Assignor shall indemnify, defend and hold harmless Assignee and all of Assignee's members, managers, officers and employees against any and all losses relating to, arising out of or incurred in connection with the Assigned IP or the Assigned Know-How on or prior to the Effective Date or any claim that any of the Assigned IP or Assigned Know-How infringes on any intellectual property or other rights of any other person. With this payment, the parties hereby release any payment and/or liability that may be due and owing between them.

ARTICLE 8

General Provisions

Section 8.01 Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

Section 8.02 Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Pennsylvania without giving effect to the conflict of laws rules thereof.

Section 8.03 Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

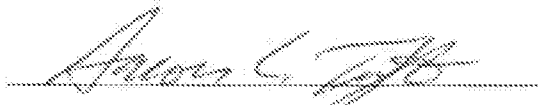
[Signature page follows]

EXECUTION VERSION

IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized representatives, have executed this Agreement as of the date first set forth above.

ASSIGNOR

GENERAL MONITORS, INC



Name: Aaron L. Tufts
Title: President

ACCEPTED BY:

ASSIGNEE

MSA TECHNOLOGY, LLC

Name: Thomas Salapow
Title: President

EXECUTION VERSION

IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized representatives, have executed this Agreement as of the date first set forth above.

ASSIGNOR

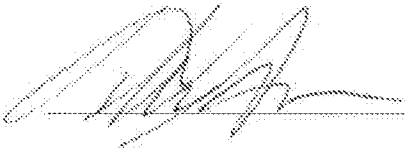
GENERAL MONITORS, INC

Name: Aaron L. Tufts
Title: President

ACCEPTED BY:

ASSIGNEE

MSA TECHNOLOGY, LLC



Name: Thomas Salapow
Title: President

SCHEDULE A – TRADEMARKS

Trademark	Application Date	Registration Date	Registration/ Application No	Country
GASSONIC	September 26, 2013	5-Jul-16	906807549	BR
GASSONIC	May 16, 2013	28-Jan-15	12592963	CN
GASSONIC	October 4, 2011	7-Mar-12	10311363	EM
GASSONIC	November 7, 2014	26-Feb-15	1518673	MX
GASSONIC	October 4, 2011	7-Mar-12	00910311363	UK
GASSONIC	October 5, 2011	29-May-12	4150062	US
GENERAL MONITORS	September 26, 2013	5-Feb-19	906807573	BR
General Monitors	April 10, 2011	9-Mar-12	10311447	EM
GENERAL MONITORS	November 7, 2014	10-Mar-16	1620944	MX
GENERAL MONITORS	August 31, 2020		2413705	MX
GENERAL MONITORS	October 4, 2011	7-Mar-12	00910311447	UK
GENERAL MONITORS	June 29, 1999	19-Feb-02	2538922	US
GM (Stylized)	October 30, 2015	30-Jan-18	910203822	BR
GM (Stylized)	October 28, 2015	3-Jan-16	14741193	EM
GM (Stylized)	October 28, 2015	1-Mar-16	00914741193	UK
GM (Stylized)	July 2, 2014	19-Apr-16	4942015	US
GM (stylized) & Design	October 6, 2011	7-Mar-12	10318665	EM
GM (stylized) & Design	October 6, 2011	7-Mar-12	00910318665	UK
GM Logo	November 7, 2014	25-Mar-15	1524562	MX
GMI (Stylized)	November 10, 2015	20-Mar-17	18484943	CN

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GMI LOGO	September 26, 2013	5-Jul-16	906807590	BR
GMI Logo		28-Nov-10	73182755*	CN
HAZARDWATCH	May 16, 2013	14-Oct-14	12592962	CN
HAZARDWATCH	March 16, 2012	16-Aug-12	10735413	EM
HAZARDWATCH	November 7, 2014	28-Oct-15	1584983	MX
HAZARDWATCH	March 16, 2012	13-Aug-12	00910735413	UK
HAZARDWATCH	May 10, 2005	19-Jun-07	3254062	US
OBSERVER	March 28, 2014	6-Dec-16	907493521	BR
OBSERVER	March 3, 2014	23-Jul-14	12657235	EM
OBSERVER	November 7, 2014	26-Feb-15	1518674	MX
OBSERVER	March 3, 2014	21-Jul-14	00912657235	UK
OBSERVER	June 5, 2014	28-Oct-14	4628881	US
OBSERVER	April 2, 2014	2-Dec-14	4648429	US

SCHEDULE B – PATENTS

TITLE	Application Date	REGISTRATION DATE	REGISTRATION/PUBLICATION NUMBER	COUNTRY
Flame detectors and testing methods	August 30, 2016	12-Sep-19	2016318462	AU
Ultrasonic gas leak location system and method	September 15, 2016	28-Aug-19	2016332046	AU
Flame detection coverage verification system	January 13, 2017		2017207927	AU
Flame Detection System	April 22, 2005	30-Dec-14	2573599	CA
Flame detectors and testing methods	August 30, 2016	14-Jul-20	2995121	CA
Ultrasonic gas leak location system and method	September 15, 2016		2997959	CA
Flame detection coverage verification system	June 13, 2018		3008457	CA
Flame detection coverage verification system	January 13, 2017		103403796	CN
For dangerous field of the explosion-proof sound source	June 14, 2011	10-Feb-16	103403796	CN
Ultrasonic gas leak detector with false alarm discrimination	June 22, 2013	21-May-19	104412087	CN
Multi-spectral flame detector with radiant energy estimation	September 30, 2014		105683729	CN
Ultrasonic Gas Leak Detectors and Testing Methods	February 20, 2015		106104246	CN
Acoustic Energy Localization and Visualization in 2D	September 15, 2015		106687818	CN
Flame detectors and testing methods	August 30, 2016	18-Feb-20	108028004	CN
Distributed Ultrasonic gas leak detection and localization	March 30, 2018		108139461	CN
Explosion-Proof acoustic source for hazardous locations	June 14, 2011		2011754770	CZ

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Explosion-proof Acoustic Source for Hazardous Locations	June 14, 2011	15-Apr-20	2671220	DE
Ultrasonic Gas Leak Detector with False Alarm Discrimination	June 22, 2013	27-Nov-19	2867641	DE
Ultrasonic gas leak detectors and testing methods	February 20, 2015	6-Nov-19	3123162	DE
Flame detectors and testing methods	August 30, 2016	4-Nov-20	3347883	DE
Explosion-Proof Acoustic Source for Hazardous Locations	June 14, 2011	15-Apr-20	2671220	EP
Ultrasonic Gas Leak Detector with False Alarm Discrimination	June 22, 2013	27-Nov-19	2867641	EP
Ultrasonic \Gas Leak Detectors and Testing Methods	February 20, 2015	6-Nov-19	3123162	EP
Directional ultrasonic gas leak detector	September 15, 2015		3198294	EP
Flame detectors and testing methods	August 30, 2016		3347883	EP
Ultrasonic gas leak location system and method	September 15, 2016		3356842	EP
Ultrasonic Gas Leak Detector with False Alarm Discrimination	June 22, 2013		3623787	EP
Multi-spectral flame detector with radiant energy estimation	September 30, 2014		147908545	EP
Flame Detector Coverage Verification system	January 13, 2017		177041159	EP
Explosion-proof Acoustic Source for Hazardous Locations	June 14, 2011	15-Apr-20	2671220	FR
Ultrasonic Gas Leak Detector with False Alarm Discrimination	June 22, 2013	27-Nov-19	2867641	FR
Ultrasonic gas leak detectors and testing methods	February 20, 2015	6-Nov-19	3123162	FR

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Flame detectors and testing methods		4-Nov-20	3347883	FR
Explosion-proof Acoustic Source for Hazardous Locations	June 14, 2011	15-Apr-20	2671220	GB
Ultrasonic Gas Leak Detector with False Alarm Discrimination	June 22, 2013	27-Nov-19	2867641	GB
Ultrasonic gas leak detectors and testing methods	February 20, 2015	6-Nov-19	3123162	GB
Flame detectors and testing methods		4-Nov-20	3347883	GB
Flame detection system	July 20, 2004	10-Apr-07	7202794	US
Gas and/or flame imaging system with explosion proof housing	April 11, 2007	30-Mar-10	7687776	US
Techniques for Protection of Acoustic Devices	August 30, 2007	29-Jul-14	8792658	US
Explosion-proof Acoustic Source for Hazardous Locations	February 2, 2011	5-Aug-14	8797830	US
Ultrasonic Gas Leak Detector with False Alarm Discrimination	June 27, 2012	17-Feb-15	8955383	US
Multi-spectral ultrasonic gas leak detector	March 13, 2013	28-Jul-15	9091613	US
Flame detectors and testing methods	September 10, 2015	4-Oct-16	9459142	US
Directional ultrasonic gas leak detector	September 24, 2014	1-Nov-16	9482592	US
Ultrasonic gas leak detectors and testing methods	July 21, 2014	29-Nov-16	9506833	US
Flame detector coverage verification system having a declination indicator to determine and visually display the tilt angle of a center line of the flame detector	January 15, 2016	3-Oct-17	9778100	US

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Ultrasonic gas leak location system and method	September 30, 2015	12-Jun-18	9995647	US
Flame detector coverage verification system	January 11, 2017	11-Feb-20	10557752	US
Explosion-Proof acoustic source for hazardous locations	June 14, 2011	9-Aug-12	US2011040270	WO
Ultrasonic Gas Leak Detector with False Alarm Discrimination	June 22, 2013	3-Jan-14	US2013047202	WO
Multi-spectral flame detector with radiant energy estimation	September 30, 2014	30-Jul-15	US2014058434	WO
Ultrasonic Gas Leak Detectors and Testing Methods	February 20, 2015	1-Oct-15	US2015016966	WO
Directional ultrasonic gas leak detector	September 15, 2015	31-Mar-16	US2015050127	WO
Ultrasonic gas leak location system and method	September 15, 2016	6-Apr-17	US2016052000	WO
Flame detection coverage verification system	January 13, 2017	20-Jul-17	US2017013432	WO
Flame detectors and testing methods	August 30, 2016	16-Mar-17	US2016049507	WO