

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norton Corrosion Limited, L.L.C.		07/31/2014	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Heath Acquisition Company, LLC		
Street Address:	8820 222nd St SE		
City:	Woodinville		
State/Country:	WASHINGTON		
Postal Code:	98077		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1565709	BAYANODE	
Registration Number:	1087654	MORGANODE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3053970845		
Email:	mlima@cozen.com		
Correspondent Name:	Maria Lima		
Address Line 1:	Southeast Financial Center		
Address Line 2:	200 SOUTH BISCAYNE BLVD SUITE 3000		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Ashley G. Kessler		
SIGNATURE:	/Ashley G. Kessler/		
DATE SIGNED:	07/25/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is dated and made effective as of July 31, 2014 by and between Norton Corrosion Limited, L.L.C., a Washington limited liability company (“**Assignor**”), and Heath Acquisition Company, LLC, a Washington limited liability company (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor is the owner of certain intangible property used in connection with the Business (as defined in the Purchase Agreement (as defined below)) including, without limitation, (i) names (fictitious, corporate, trade, brand or other), trademarks, service marks, slogans, logos, patents, franchises, copyrights or applications for any of the foregoing, (ii) Internet domain name registrations (the “**Domain Names**”), (iii) designs, trade secrets, formulas, inventions, blueprints, drawings or software owned, used or being developed by or for Assignor or otherwise used or useful in the Business (including, without limitation, marketing materials and training programs), (iv) client/customer, prospect and/or supplier lists, (v) other intangible property of any nature whatsoever, (vi) goodwill, whether or not related to the foregoing, and (vii) all rights under any of the foregoing (collectively, including but not limited to the intangible property set forth on Schedule A attached hereto, the “**Intellectual Property**”); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of July 29, 2014 (the “**Purchase Agreement**”), by and among Assignor, Dale Doughty, Randall Goodlund and Assignee, Assignor has agreed to sell, transfer, assign and deliver to Assignee all of its right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement) used in connection with the Business, including, without limitation, all of the Intellectual Property relating to the operation of the Business.

NOW, THEREFORE, in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignor has assigned and does hereby sell, transfer, assign and deliver unto Assignee its entire right, title and interest in and to all existing Intellectual Property, including, without limitation, the right to recover for past infringement of said Intellectual Property, and the goodwill of the Business in connection with which said Intellectual Property is used and which is symbolized by said Intellectual Property.

2. Assignor hereby covenants and represents that the execution, delivery and performance of this Agreement by Assignor has been duly and validly authorized by all necessary limited liability company action, that this Agreement has been duly and validly executed and delivered by Assignor and that this Agreement constitutes a valid and legally binding agreement of Assignor, enforceable against Assignor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors rights generally, and general principles of equity (regardless of whether such enforceability is considered in a proceeding in law or equity).

3. Assignor agrees to execute and deliver, upon Assignee's reasonable request, any additional assignments and/or other appropriate documentation, and undertake such additional acts, as Assignee deems to be reasonably necessary to effect the transfer of the Intellectual Property to Assignee as set forth in Section 1 (including, without limitation, the execution and delivery of such documentation and the taking of such acts as may be necessary to transfer the Domain Names, and access thereto, to Assignee in a timely manner). In the event that Assignee is unable for any reason whatsoever to secure the signature of Assignor to any document Assignor is required to execute pursuant to this Section 3, Assignor hereby irrevocably designates and appoints Assignee, and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and on its behalf to execute and/or file and such document and to take any other lawfully permitted action to further the purposes of this Section 3 with the same legal force and effect as if executed and taken by Assignor.

4. Assignor and Assignee agree that this Agreement shall be effective as of the Closing (as defined in the Purchase Agreement).

5. Notwithstanding any other provisions of this instrument to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations of either Assignor or Assignee set forth in the Purchase Agreement, including, without limitation, any indemnification specified therein. This Agreement is subject to and controlled by the terms of the Purchase Agreement.

6. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington, both substantive and procedural, without giving effect to any choice or conflict of law provisions or rules that would cause the application of the laws of any jurisdiction other than the State of Washington. The parties hereby agree that the exclusive venue for any action arising under or relating to this Agreement shall be any federal or state court sitting in the State of Washington, in each case located in the City of Everett and County of Snohomish. The parties hereby waive any and all objections to personal jurisdiction and venue solely as they may relate to the enforcement of the terms of this Agreement in the State of Washington. The parties hereby waive personal service of process in connection with any disputes arising under this Agreement and agree that service of process shall be effected upon each party by sending duplicate copies of the required process via United States certified mail to the addresses for notice set forth in Section 10.02 of the Purchase Agreement.

7. The headings contained in this Agreement are intended solely for convenience of reference and shall not affect the rights of the parties to this Agreement.

8. This Agreement shall not be amended, supplemented or modified except by an agreement in writing that is signed by the parties hereto.

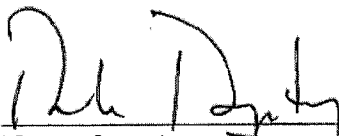
9. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document. Facsimile, PDF and other electronically scanned signatures of the parties hereto shall be binding.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

NORTON CORROSION LIMITED, L.L.C.

By: 
Name: Dale Dougherty
Title: member

ASSIGNEE:

HEATH ACQUISITION COMPANY, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

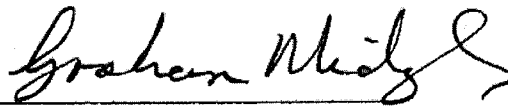
ASSIGNOR:

NORTON CORROSION LIMITED, L.L.C.

By: _____
Name:
Title:

ASSIGNEE:

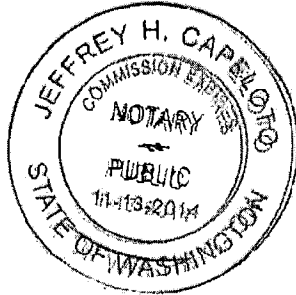
HEATH ACQUISITION COMPANY, LLC

By: 
Name: GRAHAM MIDGELEY
Title: CEO/PRESIDENT

STATE OF Washington :
 : SS
COUNTY OF Snohomish :

Before me, J. H. Capelato, a Notary Public in and for the State and County aforesaid, personally appeared Rale Doughty, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself or herself to be the member of Norton Corrosion Limited, L.L.C., a Washington limited liability company, and that he or she, as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself or herself as such officer.

WITNESS my hand and seal at office, on this 31 day of July, 2014.




Notary Public

My Commission Expires: 11/13/2014

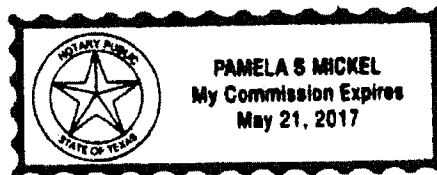
STATE OF TEXAS :
 : SS
COUNTY OF HARRIS :

Before me, PAMELA S. MICKEL, a Notary Public in and for the State and County aforesaid, personally appeared GRAHAM MIDGLEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself or herself to be the CEO/PRESIDENT of Heath Acquisition Company, LLC, a Washington limited liability company, and that he or she, as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself or herself as such officer.

WITNESS my hand and seal at office, on this 31 day of July, 2014.

Pamela S Mickel
Notary Public

My Commission Expires: 5-21-17



SCHEDULE A

Intellectual Property

Trademarks

<u>Name</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
BAYANODE	73790234	March 31, 1989	1565709	November 14, 1989
MORGANODE	73128347	May 27, 1977	1087654	March 21, 1978
NCL-GEL/CELL	73826871	September 21, 1989	1594020	May 1, 1990