

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM754680

<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>
Primo, Inc.		06/02/2021	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASP Global, LLC		
<b>Street Address:</b>	7800 Third Flag Pkwy		
<b>City:</b>	Austell		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30168		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4804698	PRIMO BOOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6784068702		
<b>Email:</b>	trademarks@bakerdonelson.com		
<b>Correspondent Name:</b>	Baker Donelson		
<b>Address Line 1:</b>	3414 Peachtree Road NE		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30326		
<b>NAME OF SUBMITTER:</b>	Lisa L Stoffregen		
<b>SIGNATURE:</b>	/lisa l stoffregen/		
<b>DATE SIGNED:</b>	09/12/2022		
<b>Total Attachments: 6</b>			
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OP \$40.00 4804698



## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of June 2, 2021, is made by Primo, Inc., a Georgia corporation (“**Seller**”), having a principal place of business at 417 Dividend Drive, Suite A, Peachtree City, GA 30269 and Jeffrey W. Gainey residing at 206 Dartmouth Place, W. Peachtree City, GA 30269 (“**Gainey**”, and together with Seller, collectively, the “**Seller Parties**”), in favor of ASP Global, LLC, a Georgia limited liability company (“**Buyer**”), having a principal place of business at 7800 Third Flag Pkwy, Austell, GA 30168, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, among Buyer and the Seller Parties, and certain other parties thereto, dated as of even date herewith (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, the Seller Parties have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of the Seller Parties, and have agreed to execute and deliver this IP Assignment;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller Parties hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of the Seller Parties’ right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Exhibit 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

(b) the trademark registrations and applications set forth on Exhibit 1 hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, any of the foregoing;

(c) the domain names set forth on Exhibit 2, including the current registration thereof with FastDomain Inc.;

(d) all rights of any kind whatsoever of the Seller Parties have accruing under any of the foregoing provided by the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) 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

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. The Seller Parties hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense, the Seller Parties shall take such steps and actions, and provide such cooperation and assistance to Buyer 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, and take such other actions, as may be reasonably necessary or useful to effect, evidence, or perfect the assignment and transfer of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller Parties and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

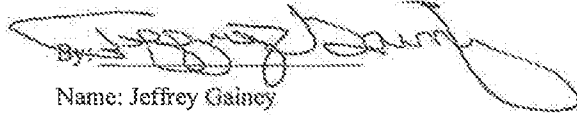
5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be 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.

*[Signatures follow]*

IN WITNESS WHEREOF, the Seller Parties has duly executed and delivered this IP Assignment as of the date written above.

Primo, Inc.




Name: Jeffrey Gsiney

Title: President

Address for Notices:

206 Dartmouth Place  
W. Peachtree City, GA 30269



Jeffrey Gsiney

Address for Notices:

206 Dartmouth Place  
W. Peachtree City, GA 30269

AGREED TO AND ACCEPTED:

ASP Global, LLC

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

Name: Doug Shaver

Title: President and Chief Executive Officer

Address for Notices:

7800 Third Flag Pkwy  
Austell, GA 30168

IN WITNESS WHEREOF, the Seller Parties has duly executed and delivered this IP Assignment as of the date written above.

Primo, Inc.

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

Name: Jeffrey Gainey

Title: President

Address for Notices:

206 Dartmouth Place  
W. Peachtree City, GA 30269

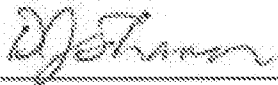
\_\_\_\_\_  
Jeffrey Gainey

Address for Notices:

206 Dartmouth Place  
W. Peachtree City, GA 30269

AGREED TO AND ACCEPTED:

ASP Global, LLC

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

Name: Doug Shaver

Title: President and Chief Executive Officer

Address for Notices:

7800 Third Flag Pkwy  
Austell, GA 30168

**EXHIBIT 1**

**UNITED STATES TRADEMARKS**

<b>MARK</b>	<b>APPL. NO.</b>	<b>REG. NO.</b>	<b>STATUS</b>
PRIMO BOOT	86123936	4804698	REGISTERED
PRIMO-GEL	N/A	GA 18906	CANCELLED
HEEL SHIELD	86123953	N/A	ABANDONED

**UNITED STATES PATENT PROPERTIES**

<b>TITLE</b>	<b>APPL. NO.</b>	<b>PATENT NO.</b>	<b>STATUS</b>
BUILD-A-BOOT	13065955	8834396	GRANTED
BUILD-A-BOOT	12287136	N/A	ABANDONED
MEDICAL REHABILITATION BOOT AND METHOD FOR PREVENTING HEEL DECUBITUS	15953067	N/A	PENDING
PATIENT BODY WEDGE AND REPOSITIONING DEVICE	17228960	N/A	PENDING

**EXHIBIT 2**

**DOMAIN NAMES**

FASTDOMAIN INC.