

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756140

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Chapman Thermal Products, Inc. d/b/a Chapman Thermal Products | | 09/19/2022 | Corporation: UTAH |
| RECEIVING PARTY DATA | | | |
| Name: | Tex Tech Industries, Inc. | | |
| Street Address: | 1350 Bridgeport Drive | | |
| Internal Address: | Suite 1 | | |
| City: | Kernersville | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27284 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4129513 | REPEL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172263801 | | |
| <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: | 6172263800 | | |
| Email: | jclark@preti.com | | |
| Correspondent Name: | Preti Flaherty Believeau & Pachios LLP | | |
| Address Line 1: | 60 State Street | | |
| Address Line 4: | Boston, MASSACHUSETTS 02109 | | |
| NAME OF SUBMITTER: | Carolyn M. Gouges d'Agincourt | | |
| SIGNATURE: | /Carolyn M. Gouges d'Agincourt/ | | |
| DATE SIGNED: | 09/19/2022 | | |
| Total Attachments: 10 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT [the "Assignment"] is entered into retroactively effective as of April 8, 2014 [the "Effective Date"] by and between the assignor, **CHAPMAN THERMAL PRODUCTS, INC.** d/b/a **CHAPMAN THERMAL PRODUCTS** (a Utah corporation) ["Assignor"], and the assignee, **TEX TECH INDUSTRIES, INC.** (a Delaware corporation) ["Owner"].

WHEREAS, Owner acquired ownership of Assignor pursuant to the terms of a certain Stock Purchase Agreement dated April 8, 2014;

WHEREAS, Assignor wishes to assign and transfer to Owner, and Owner wishes to acquire from Assignor, all of Assignor's rights, title, and interest in and to all intellectual property [collectively, the "Assigned IP"], including, without limitation, all trademarks and related goodwill, trade dress, copyrights, patents, trade secrets and other confidential information, websites, e-commerce sites, online stores, social media pages, domain names, license agreements, and other intangible property related to or used in connection with Owner's business, all related registrations, applications, and license agreements, and all rights to sue and recover damages, injunctive relief, royalties, and other remedies for past, present, and future infringement, misappropriation, or breach.

NOW THEREFORE, Assignor and Owner [collectively, the "Parties"] agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, grants, conveys, quitclaims, and relinquishes exclusively to Owner, and confirms all prior assignments, transfers, grants, conveyances, and relinquishments to Owner of: (A) all rights, title, and interest in and to the Assigned IP throughout the world (including, but not limited to, all patent, trade secret, trademark (including related goodwill), copyright, and other intellectual property rights, all applications, registrations, issued patents, license agreements, assignment agreements, and other rights, all rights to create, use, and register derivative marks, and all other rights, whether under common law or statute); and (B) all claims and rights to sue, collect, and recover remedies for past, present, and future infringement, dilution, misappropriation, breach, conversion, or other unauthorized use of the Assigned IP (including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Assigned IP, and the right to sue for and collect the same). The Assigned IP includes, without limitation:

A. All issued patents and patent related filings (including patent applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals; and any previously filed provisional and non-provisional patent applications from which such applications or patents depend for priority) and the right to pursue patent filings on any unclaimed modifications, improvements, inventions, or discoveries related to the Property or Machinery [collectively, "Patents"], including, without limitation, the patents and patent applications referenced in **SCHEDULE A** hereto;

B. All trademarks together with all related goodwill of the business, goods, and services connected with the use of and symbolized by such trademarks (including registrations, applications, issuances, extensions, and renewals) [collectively, **Trademarks**], including, without limitation, the trademarks (with associated goodwill), trademark registrations, and trademark applications referenced in **SCHEDULE B** hereto;

C. All copyrights (including, without limitation, copyright rights in software, logo artwork, registrations, applications, exclusive copyright licenses, and all issuances, extensions, renewals, and termination rights) [collectively, **Copyrights**], including, without limitation, the copyrights, copyright registrations, and copyright applications referenced in **SCHEDULE C** hereto;

D. All domain names, email addresses, websites, social media pages, e-commerce pages or sites, articles, technical papers, specifications, instructions, and all copyright and other intellectual property rights with respect thereto [collectively, **Website**], including, without limitation, the domain names, email addresses, websites, social media pages, and e-commerce sites referenced in **SCHEDULE D** hereto;

E. All trade secrets and other confidential information, documents, or other matter [collectively, "**Trade Secrets**"];

F. All intellectual property rights arising under any written, oral, or implied agreements (including intellectual property license, assignment, work made for hire, nondisclosure, noncircumvention, noncompetition, co-existence, phaseout, settlement, confidentiality, or other agreements) [collectively, the "**IP Agreements**"];

G. All rights to sue and recover damages and other remedies 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 or other remedies;

H. All rights to royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect the Assigned IP; and

I. All rights accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

2. **Recordation and Further Actions.** Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Owner. Upon Owner's request, Assignor shall take such steps and actions, and provide such

cooperation and assistance to Owner 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, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Owner, or any assignee or successor thereto.

3. **Entire Agreement.** This Assignment contains the entire understanding and agreement between the Parties with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Assignment, a Party may send a copy of its original signature on the execution page hereof to the other Party by mail, email, facsimile transmission, or other means of electronic communication and such transmission shall constitute delivery of an executed copy of this Assignment to the receiving party.

5. **Amendment.** This Assignment may be amended only by a writing signed by all of the Parties.

6. **Severability.** If any term, provision, covenant, or condition of this Assignment, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Assignment and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

7. **Governing Law.** This Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the United States of America and the State of Maine, without reference to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed under seal as of the Effective Date.

ASSIGNOR:

CHAPMAN THERMAL PRODUCTS, INC.

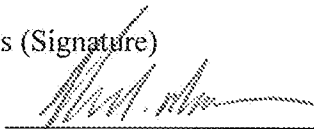
d/b/a CHAPMAN THERMAL PRODUCTS,

A Utah corporation

By: 
Scott Burkhart, Vice President

Date: 9/19/2022

Witness (Signature)

By: 

Date: 9/19/2022

Witness (Please Print Name)

Kelly A. Moore

OWNER:

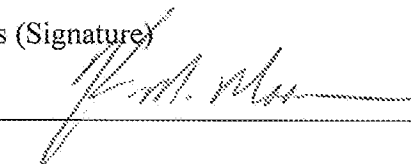
TEX TECH INDUSTRIES, INC.,

A Delaware corporation

By: 
Scott Burkhart, Chairman, President, and CEO

Date: 9/19/2022

Witness (Signature)

By: 

Date: 9/19/2022

Witness (Please Print Name)

Kelly A. Moore

INDEX TO SCHEDULES

- SCHEDULE A: PATENTS AND APPLICATIONS
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SCHEDULE A
PATENTS AND APPLICATIONS


| Title | Application No. | Filing Date | Registration No. | Registration Date | Country |
|---|-----------------|-------------|------------------|-------------------|--------------------------|
| Fire Retardant and Heat Resistant Yarns and Fabrics Made Therefrom | 09/583499 | 5/31/00 | 6287666 | 9/11/01 | United States of America |
| Fire Retardant and Heat Resistant Yarns and Fabrics Made Therefrom | 09/924629 | 8/8/01 | 6358508 | 3/19/02 | United States of America |
| Yarns and Fabrics That Shed Liquids, Gels, Sparks and Molten Metals and Methods of Manufacture and Use | 12/627911 | 11/30/09 | | | United States of America |
| Method of Protecting a Person From Hot High Heat Capacity Materials and Hot Corrosive Materials | 10833870.6 | 11/23/10 | | | European Patent Office |
| Methods of Protecting A Wearer from Hot High Heat Capacity Materials and Hot Corrosive Materials | 13/016213 | 1/31/11 | | | United States of America |
| Lightweight Protective Fabrics and Clothing for Protection Against Hot or Corrosive Materials | 14/067088 | 10/30/13 | | | United States of America |
| Fire Retardant and Heat Resistant Yarns and Fabrics Treated for Increased Strength and Liquid Shedding | 07066546.1 | 3/29/07 | 1847636 | 2/20/13 | European Patent Office |
| Fire Retardant and Heat Resistant Yarns and Fabrics Treated for Increased Strength and Liquid Shedding | 07066546.1 | 3/29/07 | 602007028506.2 | 2/20/13 | Germany |
| Fire Retardant and Heat Resistant Yarns and Fabrics Treated for Increased Strength and Liquid Shedding | 07066546.1 | 3/29/07 | 1847639 | 2/20/13 | United Kingdom |
| Fire Retardant and Heat Resistant Yarns and Fabrics Made Therefrom | 2410619 | 4/12/01 | 2410619 | 1/20/09 | Canada |
| Fire Retardant and Heat Resistant Yarns and Fabrics Incorporating Metallic or other High Strength Filaments | 10/132616 | 4/25/02 | 6800367 | 10/5/04 | United States of America |
| Fire retardant and heat resistant yarns and fabrics incorporating metallic or other high strength filaments | 10/025051 | 8/24/04 | 7087300 | 8/8/06 | United States of America |
| Fire Retardant and Heat Resistant Yarns and Fabrics Incorporating Metallic Strength Filaments | 03799751.7 | 4/21/03 | 1499762 | 12/26/12 | European Patent Office |
| Fire Retardant and Heat Resistant Yarns and Other Fabrics Incorporating Metallic Strength Filaments | 05106183.9 | 4/21/03 | HK1074466 | 5/16/13 | Hong Kong |
| Fire Retardant and Heat Resistant Yarns and Fabrics Incorporating Metallic Strength Filaments | 03799751.7 | 4/21/03 | 60342976.9 | 12/26/12 | Germany |
| Fire Retardant and Heat Resistant Yarns and Fabrics Incorporating Metallic Strength Filaments | 03799751.7 | 4/21/03 | 1499762 | 12/26/12 | United Kingdom |
| Fire Retardant and Heat Resistant Yarns and Fabrics Incorporating Metallic or other High Strength Filaments | 2478417 | 4/21/03 | 2478417 | 3/26/13 | Canada |

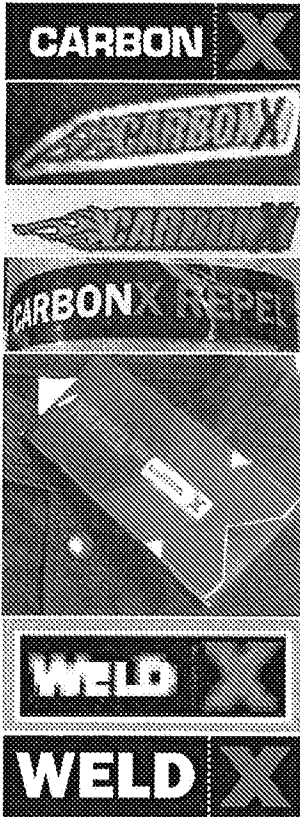
SCHEDULE B
TRADEMARKS, REGISTRATIONS, AND APPLICATIONS

Trademarks

CARBONX
CHAPMAN
CHAPMAN INNOVATIONS
CHAPMAN INNOVATIONS, THERMAL TEXTILE SOLUTIONS
CHAPMAN THERMAL
CHAPMAN THERMAL PRODUCTS
FIRE HAS MET ITS MATCH
REPEL
WELDX



 **CHAPMAN | innovations**
thermal textile solutions



U.S. Trademark Registrations

| Mark | Registration No. | Class | Goods/Services | Docket No. |
|---------|------------------|-------|---|--------------|
| CARBONX | 2,541,122 | 24 | Fire retardant fabrics of synthetic fibers including oxidized polyacrylonitrile, polybenzimidazole, polyphenylene-2, 6-benzobisoxazole, modacrylic, p-aramid, m-aramid, polyvinyl, halide, polyester, nylon, rayon, melamine and blends thereof, and natural fibers including cotton and wool and blends thereof. | TTECH-T005XX |
| REPEL | 4,129,513 | 24 | Fabrics for the manufacture of protective clothing for protection against fire, heat, hot liquids/oils/chemicals, and molten metals. | TTECH-T007XX |


U.S. Trademark Applications

| Mark | Serial No. | Class | Goods/Services | Docket No. |
|---------|------------|-------|----------------|--------------|
| CARBONX | | 9 | | TTECH-T005BX |

Lapsed U.S. Trademark Registrations

| Mark | Registration No. | Class | Goods/Services | Docket No. |
|---------|------------------|-------|--|--------------|
| CARBONX | 3,730,863 | 9 | Clothing for protection against fire, namely, socks, pants, shirts, gloves, hoods, undergarments, coveralls, boots, jackets, and helmet shrouds. | TTECH-T005AX |

Lapsed U.S. Trademark Applications

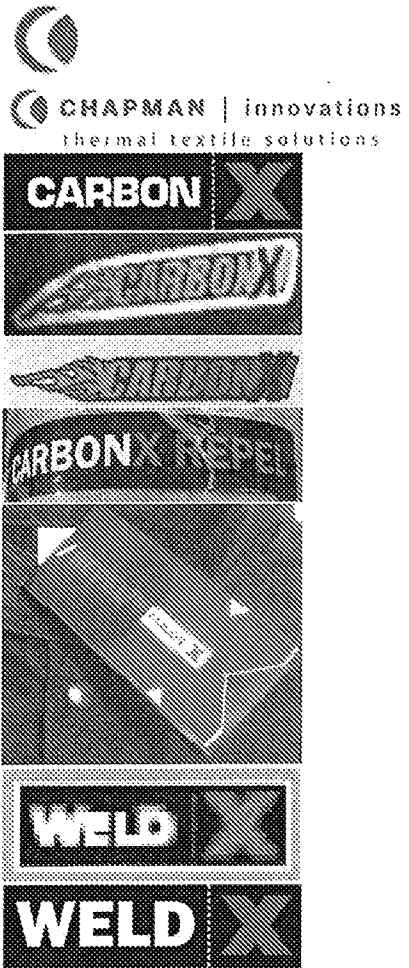
| Mark | Serial No. | Class | Goods/Services |
|---|------------|-------|---|
|  CHAPMAN innovations thermal textile solutions | 78-341,026 | 24 | Fire retardant fabrics of synthetic fibers including oxidized polyacrylonitrile, polybenzimidazole, polyphenylene-2, 6-benzobisoxazole, modacrylic, p-aramid, polyvinyl, halide, polyester, nylon, rayon, melamine and blends thereof, and natural fibers including cotton and wool blends thereof. |
| FIRE HAS MET ITS MATCH | 77-337,088 | 9 | Fire and heat resistant clothing for protection against fire and heat, namely, shirts, socks, gloves, pants, jumpsuits, underwear, and hats. |

SCHEDULE C
COPYRIGHTS, REGISTRATIONS, AND APPLICATIONS

U.S. Copyright Registrations

| Title | Registration No. | Registration Date |
|--|------------------|-------------------|
| Chapman Innovations Internet Website (www.chapmaninnovations.com) | TX0007069555 | 2009-04-24 |

Copyright Rights In Logo Artwork



Other Copyrights

All copyright in content located at www.carbonx.com.
All copyright in content located at www.chapmaninnovations.com.
All copyright in marketing and promotional materials.

SCHEDULE D
**DOMAIN NAMES, EMAIL ADDRESSES, WEBSITES,
SOCIAL MEDIA PAGES, AND E-COMMERCE SITES**

www.carbonx.com
www.chapmaninnovations.com