

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Huffman, LLC		11/30/2018	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Optomec, Inc.		
Street Address:	3911 Singer Boulevard, N.E.		
City:	Albuquerque		
State/Country:	NEW MEXICO		
Postal Code:	87109		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4283536	HUFFMAN	
Registration Number:	4160060	HUFFMAN	
CORRESPONDENCE DATA			
Fax Number:	5052432542		
	<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:	(505) 998-1501		
Email:	dnelson@PeacockLaw.com,Docketing@PeacockLaw.com		
Correspondent Name:	Deborah A. Peacock		
Address Line 1:	P.O. BOX 26927		
Address Line 2:	PEACOCK LAW P.C.		
Address Line 4:	Albuquerque, NEW MEXICO 87125-6927		
NAME OF SUBMITTER:	Deborah A. Peacock		
SIGNATURE:	/Deborah A. Peacock/		
DATE SIGNED:	10/27/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“**IP Assignment**”), dated as of November 30, 2018 is made by **HUFFMAN, LLC** (“**Seller**”), a South Carolina limited liability company, in favor of **OPTOMECH, INC.** (“**Buyer**”), a Delaware corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer, Seller, and **CONTOUR PRECISION GROUP, LLC**, a North Carolina limited liability company (“**Parent**”), dated as of November 30, 2018 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the “**Assigned IP**”):

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

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

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

(d) 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

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. Seller hereby authorizes 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, Seller 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, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

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

4. 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 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.

5. 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.

6. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

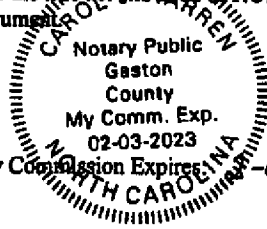
HUFFMAN, LLC

By: _____
 Name: DENNIS S. BRAY
 Title: PRESIDENT
 Address for Notices:

ACKNOWLEDGMENT

STATE OF _____)
)SS.
 COUNTY OF _____)

On the 30th day of November, 2018, before me personally appeared Dennis S. Bray, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President of HUFFMAN, LLC, a South Carolina limited liability company, and acknowledged the instrument to be the free act and deed of HUFFMAN, LLC for the uses and purposes mentioned in the instrument.



 Notary Public
 Printed Name: CAROL J. WARREN

AGREED TO AND ACCEPTED: OPTOMECH, INC

By: _____
 Name:
 Title:
 Address for Notices:

ACKNOWLEDGMENT

STATE OF _____)
)SS.
 COUNTY OF _____)

On the _____ day of _____, 2018, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the _____ of OPTOMECH, INC, a Delaware corporation, and acknowledged the instrument to be the free act and deed of OPTOMECH, INC for the uses and purposes mentioned in the instrument.

My Commission Expires: _____
 Notary Public
 Printed Name:

[Signature page to Intellectual Property Assignment Agreement]

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

HUFFMAN, LLC

By: _____
Name:
Title:
Address for Notices:

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)
)SS.
)

On the _____ day of _____, 2018, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the _____ of HUFFMAN, LLC, a South Carolina limited liability company, and acknowledged the instrument to be the free act and deed of HUFFMAN, LLC for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires:

AGREED TO AND ACCEPTED:

OPTOMECC, INC.
By: _____
Name: David Ramahi
Title: CEO
Address for Notices:

3911 Singer Blvd NE
Albuquerque, NM 87109

ACKNOWLEDGMENT

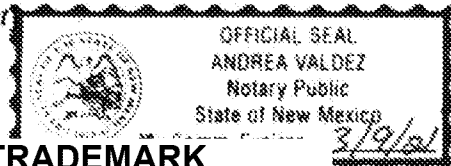
STATE OF NEW MEXICO _____)
COUNTY OF BERNALILLO _____)
)SS.
)

On the 5th day of December, 2018, before me personally appeared David Ramahi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President of OPTOMECC, INC, a Delaware corporation, and acknowledged the instrument to be the free act and deed of OPTOMECC, INC for the uses and purposes mentioned in the instrument.

My Commission Expires: 3/9/21

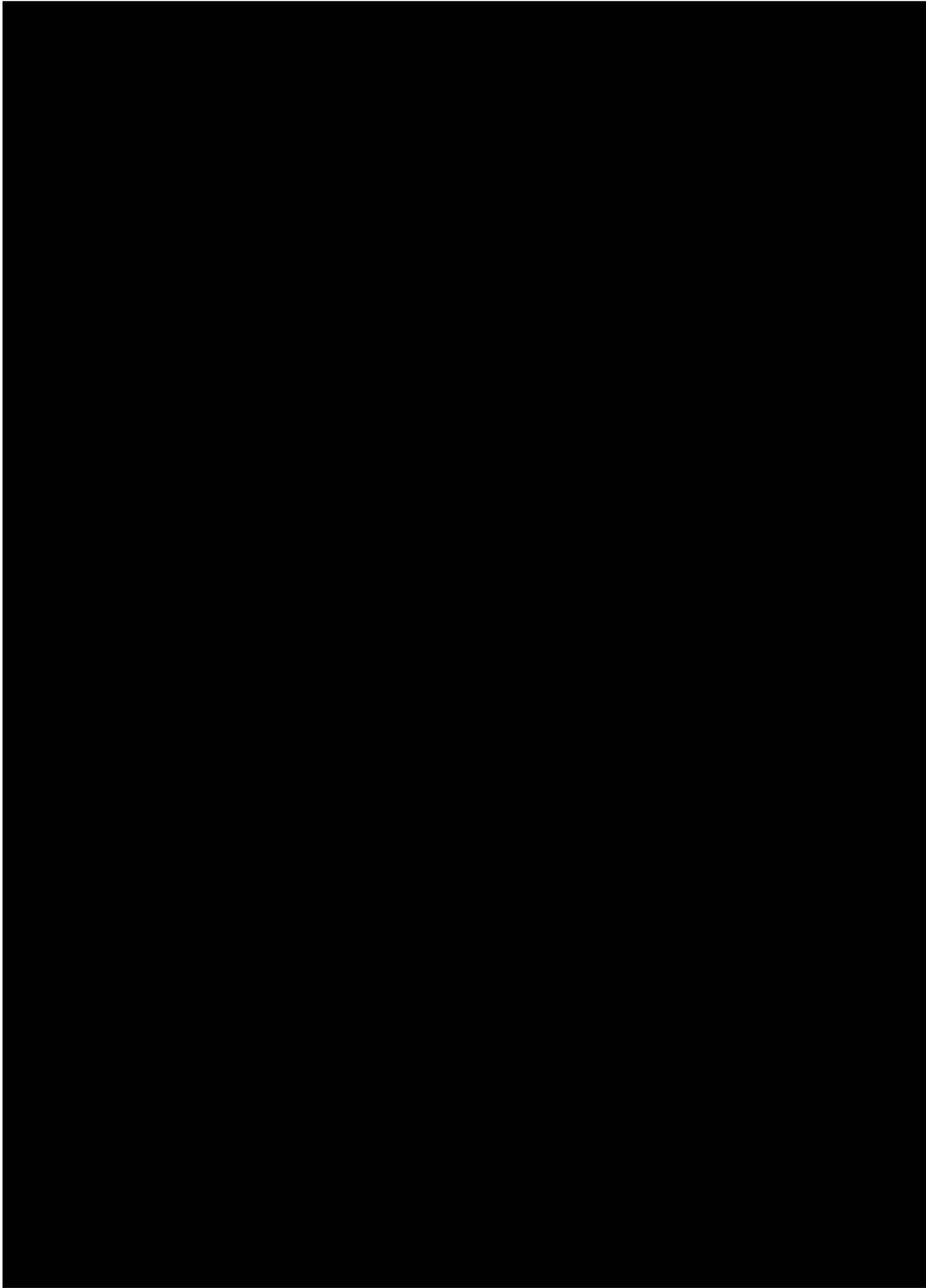
Andrea Valdez
Notary Public
Printed Name: andrea Valdez

[Signature page to Intellectual Property Assignment Agreement]



TRADEMARK


REEL: 007871 FRAME: 0751



TRADEMARK
REEL: 007871 FRAME: 0752

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	File Date	Reg. Number	Reg. Date	Class	Jurisdiction
	4/25/11	4283536	1/29/13	IC 007. US 013 019 021 023 031 034 035. IC 009. US 021 023 026 036 038. IC 037. US 100 103 106. IC 041. US 100 101 107. IC 042. US 100 101.	US
HUFFMAN	4/25/11	4160060	6/19/12	IC 007. US 013 019 021 023 031 034 035. IC 037. US 100 103 106. IC 041. US 100 101 107. IC 042. US 100 101.	US

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