

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hubbell Power Systems, Inc.		09/26/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Innovation Foundation Systems, Inc.		
Street Address:	75 Rampart Road		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5414237	DRIVECAST	
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:	203-321-6303		
Email:	trademark@welshiplaw.com		
Correspondent Name:	Walter Welsh		
Address Line 1:	PO Box 1267		
Address Line 4:	Darien, CONNECTICUT 06820		
NAME OF SUBMITTER:	Walter Welsh		
SIGNATURE:	/Walter Welsh/		
DATE SIGNED:	11/06/2022		
Total Attachments: 4			
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OP \$40.00 5414237

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”) is made and entered into as of September 26, 2022 (the “Effective Date”), by and between Hubbell Power Systems, Inc., a Delaware corporation (“Assignor”), and Innovative Foundation Systems, LLC, a Connecticut limited liability company (“Assignee”).

RECITALS

A. Assignor and Assignee are parties to that certain Settlement Agreement, dated as of August 5, 2022 (the “Settlement Agreement”), pursuant to which, and subject to the terms of the Settlement Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept certain intellectual property identified in Schedule A attached hereto (“Assigned Intellectual Property”).

B. Assignor and Assignee now desire to consummate the assignment as provided in the Settlement Agreement.

AGREEMENT

NOW, THEREFORE, pursuant and subject to the terms of the Settlement Agreement and in consideration of the foregoing recitals and of the mutual agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, all of Assignor’s right, title and interest in and to the Assigned Intellectual Property, including (i) all of the goodwill associated or connected with the use thereof and symbolized thereby, and (ii) any and all interest and income derived from the foregoing, including claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, including without limitation all rights to and claims for damages and profits, restitution and injunctive and other legal and equitable relief by reason of any past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default, unauthorized use and all other related causes of action, with the right but not the obligation to sue for such legal and/or equitable relief and the right to collect or otherwise recover and retain any such damages, settlements and proceeds recovered therefrom.

2. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably required by Assignee to effect more fully the transactions contemplated by this Assignment.

3. Successors and Assigns. This instrument and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and assigns.

4. Governing Law. This Assignment shall be governed by the laws of the State of New York without regard to conflicts of law principles.

5. Execution. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile or other electronically scanned signatures shall be deemed originals for all purposes of this Assignment.

[The remainder of this page is intentionally left blank. The signature page follows.]

IN WITNESS WHEREOF, the parties' duly authorized officers have executed this Assignment as of the day and year first hereinabove written.

ASSIGNOR:

HUBBELL POWER SYSTEMS, INC., a
Delaware corporation

DocuSigned by:
By: *Wes Thornton*
Name: 8F0F37A8B7A6484 Wes Thornton
Its: Vice President, Legal

ASSIGNEE:

**INNOVATION FOUNDATION SYSTEMS,
LLC.,** a Connecticut limited liability company

DocuSigned by:
By: *Matt Conte*
Name: 9EB512A217FA407 Matt Conte
Its: Principal

**Schedule A
Assigned Intellectual Property**

1. Trademark:

- (i) DRIVECAST - U.S. Trademark Reg. No. 5,414,237, registration date of February 27, 2016

2. Patents:

- (i) U.S. Patent No. 10,458,090, issued on October 29, 2019, titled SOIL DISPLACEMENT PILES
- (ii) U.S. Patent No. 10,865,539, issued on December 15, 2020, titled SOIL DISPLACEMENT PILES
- (iii) Chile Patent No. 62967, issued on June 22, 2021, titled HELICAL SOIL DISPLACEMENT PILE

3. Patent Applications:

- (i) Canadian Patent Application No. 3,013,306, filed on November 8, 2016, titled HELICAL SOIL DISPLACEMENT PILE
- (ii) European Patent Application No. 16889641.3, filed on November 8, 2016, titled HELICAL SOIL DISPLACEMENT PILE
- (iii) Mexican Patent Application No. MX/a/2018/009349, filed on November 8, 2016, titled HELICAL SOIL DISPLACEMENT PILE