

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
METER Group, Inc. USA		09/01/2022	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	METER Group, Inc.		
Street Address:	815 West 1800 North		
City:	Logan		
State/Country:	UTAH		
Postal Code:	84321		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2617709	ECH2O	
Registration Number:	4762012	EM50	
Registration Number:	4956657	PLANTPOINT	
Registration Number:	5525365	METER ENVIRONMENT	
Registration Number:	5525366	METER FOOD	
Registration Number:	5824228	METER	
Registration Number:	5956461	METER	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602 382 6000		
Email:	rricks@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P. Ryan D. Ricks		
Address Line 1:	1 East Washington Street, Suite 2700		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	88431.00001		
NAME OF SUBMITTER:	Ryan D. Ricks		
SIGNATURE:	/Ryan D. Ricks/		

CH \$190.00 2617709

DATE SIGNED:	11/01/2022
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Total Attachments: 10
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Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (“IP Assignment”), dated as of September 1, 2022, is made by METER Group, Inc. USA, a Washington corporation (“Assignor”), in favor of METER Group, Inc., a Utah corporation (“Assignee”), the transferee of certain assets of Assignor pursuant to an Asset Purchase Agreement between Assignor and Assignee, dated as of September 1, 2022 (the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, 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, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (collectively, the “Assigned IP”):

- a. the patents and patent applications set forth on Schedule 1 hereto and all issuance, divisions, continuations, continuation-in-part, reissues, extensions, reexamination, 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; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
- c. all rights of any kind whatsoever of Assignor 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. Assignor 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 Assignee. Following the date hereof,

Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, 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 Assignor and Assignee 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. 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 Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[signature page follows]

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

METER GROUP, INC. USA
a Washington corporation

DocuSigned by:
Scott Campbell
By: _____
Name: Scott Campbell
Title: President & CEO
Address for Notices:

2365 NE Hopkins Ct.
Pullman, Washington 99163

AGREED TO AND ACCEPTED:

METER GROUP, INC.,
a Utah corporation

By: _____
Name: Colin S. Campbell
Title: President & CEO
Address for Notices:

815 West 1800 North
Logan, Utah 84321

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

METER GROUP, INC. USA
a Washington corporation

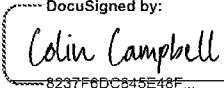
By: _____

Name: Scott Campbell
Title: President & CEO
Address for Notices:

2365 NE Hopkins Ct.
Pullman, Washington 99163

AGREED TO AND ACCEPTED:

METER GROUP, INC.,
a Utah corporation

DocuSigned by:
By:  _____
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Name: Colin S. Campbell
Title: President & CEO
Address for Notices:

815 West 1800 North
Logan, Utah 84321

Schedule 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

U.S. Patent Applications

H&H/DW File No.	App. No.	Title	Filing Date	Status
506458-00038 (P279757.US.01)	16/431,998	"Plant Substrate Sensor Station"	06-05-19	Response to FOA due 09-11-21. Instructed to abandon. Notice of Abandonment received 02-15-22.
506458-00039 (P279758.US.01)	16/596,547	"Complex Dielectric Sensor"	10-08-19	Response to FOA and AFCP Request filed 04-21-22.
506458-00050 (P283591.US.01)	16/678,155	"Boiling Point Water Activity Measurement"	11-08-19	Issue Notification received. Issue date = 03-22-22.
506458-00051 (P272941.US.02) (CON of 506458-00002)	16/702,397	"Sonic Anemometer"	12-03-19	Preliminary Amendment filed 02-03-20. Awaiting first Office Action.
506458-00060 (P280988.US.02)	17/568,378	"Water Balance Sensor Station Systems"	01-04-22	Awaiting first Office Action.
506458-00062 (P296696.US.01)		"Weather Station"		Draft design app. sent for review 05-06-22.

Issued U.S. Patents

H&H/DW File No.	Patent No.	Title	Issue Date	Expiration Date
46263.0004	6,904,789	Moisture Detection Apparatus and Method	06-14-05	07-13-21
46263.0007	5,816,704	Water Activity and Dew Point Temperature Measuring Apparatus and Method	10-06-98	06-04-16
46263.0034	D719,041	Sensor	12-09-14	12-09-28
506458-00002	10,495,499	Sonic Anemometer	12-03-19	12-15-37
506458-00050	11,280,750	Boiling Point Water Activity Measurement	03-22-22	06-23-40

Abandoned Foreign Patent Applications

H&H File No.	App. No.	Title	Filing Date	Status
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46263.003 6	PCT/US14/5 2822	Gaseous Concentration Measurement Apparatus	08-27-14 Priority Date = 09-04-13.	Pending. 30 month deadline = 03-04-16. No nationalization per client.
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Expired U.S. Patents

H&H File No.	Patent No.	Title	Issue Date	Expiration Date
46263.0012	5,546,217	Laser Scanning Apparatus	08-13-96	11-05-13 Expired


Schedule 2

ASSIGNED TRADEMARKS AND TRADEMARK APPLICATIONS

Attachment to Section 3.11(i)(2) - Trademark's Included in Transaction

File Number Class/Description	Client Matter Owner	Trademark	Jurisdiction Status/ Sub Status	Application No Filing Date	Registration No Registration Date
T274891.US.01	506458-00014 METER GROUP, INC. USA	ECH20	United States of America Registered	76/279,883 Jun 27, 2001	2617709 Sep 10, 2002
009: Soil moisture content instrumentation, namely, soil moisture content sensors for agricultural research and irrigation scheduling					
T274893.US.01	506458-00015 METER GROUP, INC. USA	EM50	United States of America Registered	86/424,955 Oct 15, 2014	4762012 Jun 23, 2015
009: Electronic environmental data logger					


Attachment to Section 3.11(i)(2) - Trademark's Included in Transaction

File Number Class/Description	Client Matter Owner	Trademark	Jurisdiction Status/ Sub Status	Application No Filing Date	Registration No Registration Date
T276057.US.01	506458-00009 METER GROUP, INC. USA	METER & Design (Gradient Logo) 	United States of America Registered	87/913,861 May 9, 2018	5,824,228 Aug 6, 2019
009:		Electronic sensors and meters for use in the fields of agriculture, food, urban management, and the environment for measuring and detecting moisture levels in packaged food products and moisture levels in soil; Measuring equipment, namely, soil moisture sensors, anemometers, temperature and relative humidity sensors, leaf wetness sensors, water temperature and depth sensors, soil water potential sensors, light sensors, soil temperature sensors, soil electrical conductivity sensors, nitrate sensors and measuring devices, water infiltration sensors and measuring devices, namely, weighing lysimeters, leaf porometers, electronic data loggers, and soil particle size analyzers used to measure and record parameters, namely, soil moisture, electrical conductivity, temperature, humidity, wind speed and direction, precipitation, solar radiation, water depth, and nitrate concentration in the natural environment; Equipment for measuring physical, chemical, and microbial properties of food and pharmaceutical products, namely, water activity meters, moisture analyzers, moisture sorption analyzers, pH meters, refractometers, Near Infra Red spectroscopy analyzers, and salt content analyzers; systems comprised of computer hardware and computer software for collecting, managing, and reporting data associated with food and pharmaceutical quality and safety; electronic equipment to measure parameters that affect the public health, efficiency, and vitality of urban environments, namely, traffic sensor systems comprised primarily of proximity sensors, equipment to measure parameters that affect air quality and water flow and quality, namely, electronic soil moisture sensors, anemometers, temperature and relative humidity sensors, leaf wetness sensors, water temperature and depth sensors, soil water potential sensors, light sensors, soil temperature sensors, soil electrical conductivity sensors, nitrate sensors and measuring devices, water infiltration sensors and measuring devices, namely, weighing lysimeters, leaf porometers, electronic data loggers, and soil particle size analyzers; computer software for optimizing yields through managing water and nutrients for farmers growing food and plants, growers and agricultural industry consultants in the field of farming; Electronic equipment for measuring water nutrients and environmental parameters that affect crop yields, namely, soil moisture sensors, anemometers, temperature and relative humidity sensors, leaf wetness sensors, water temperature and depth sensors, soil water potential sensors, light sensors, soil porometers, electronic data loggers, soil electrical conductivity sensors, nitrate sensors and measuring devices, water infiltration sensors and measuring devices, namely, weighing lysimeters, leaf porometers, electronic data loggers, soil particle size analyzers, and closed loop systems for measuring and controlling moisture and conductivity in soil and other growth substrate comprising electrical conductivity sensors, computer software for reading and cataloging measured soil moisture and conductivity measurements; software systems to support decision-making for farmers, growers, and industry consultants comprising computer software and hardware for analyzing seasonal crop yield.			
037:		Installation of computer hardware; Installation of electronic sensors and water and soil meters.			
041:		Computer education training services.			
042:		Services for measuring equipment, namely, soil specific calibration services, cloud computing featuring software for use in data delivery, computer software installation, design for others in the field of experimental farming; Services for data collection systems, namely, software as a service (SAAS) services featuring software for data analysis and reporting systems, calibration services, and scientific research consulting in the fields of agriculture, food, urban management, and the environment; Services for food and pharmaceutical products, namely, digital food safety testing and consultation related thereto, shelf life food safety testing services; calibration and verification of instrumentation services; software as a service (SAAS) services for food safety and manufacturing execution system software; Technical consulting on food safety systems; Software as a service (SAAS) services for operating digital management systems in the field of food quality; Services for urban environments, namely, soil-specific calibration services, cloud computing featuring software for use in data delivery, computer software installation, and design for others in the field of experimental farming; Services for crops and agriculture, namely, soil-specific calibration services, cloud computing featuring software for use in data delivery, computer software installation, and design for others in the field of experimental farming.			
T274925.US.01	506458-00010 METER GROUP, INC. USA	METER ENVIRONMENT	United States of America Registered	87/077,209 Jun 20, 2016	5,525,365 Jul 24, 2018
009:		Measuring equipment, namely, soil moisture sensors, anemometers, temp/RH sensors, leaf wetness sensors, water temperature and depth sensors, soil water potential sensors, light sensors, soil temperature sensors, soil electrical conductivity sensors, nitrate sensors and measuring devices, water infiltration sensors and measuring devices, namely, weighing lysimeters, leaf porometers, electronic data loggers, and soil particle size analyzers used to measure and record parameters, such as soil moisture, electrical conductivity, temperature, humidity, wind speed/direction, precipitation, solar radiation, water depth, and nitrate concentration in the natural environment			
042:		Services for measuring equipment, namely, soil specific calibration services, cloud computing featuring software for use in data delivery, computer software installation, design for others in the field of experimental farming			

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Attachment to Section 3.11(i)(2) - Trademark's Included in Transaction

File Number Class/Description	Client Matter Owner	Trademark	Jurisdiction Status/ Sub Status	Application No Filing Date	Registration No Registration Date
T274926.US.01	506458-00011 METER GROUP, INC. USA	METER FOOD	United States of America Registered	87/077,215 Jun 20, 2016	5,525,366 Jul 24, 2018
009:	Equipment for measuring physical, chemical, and microbial properties of food and pharmaceutical products, namely, water activity meters, moisture analyzers, moisture sorption analyzers, pH meters, refractometers, NIR analyzers, and salt content analyzers, computer hardware and software systems for collecting, managing, and reporting data associated with food and pharmaceutical quality and safety				
037:	Installation of computer systems				
041:	Computer education training services				
042:	Services for food and pharma products, namely, digital food safety testing and consultation related thereto, shelf life food safety testing services, calibration and verification of instrumentation services, namely, software as a service (SAAS) services for food safety and manufacturing execution system software, and consulting on food safety systems services, namely, software as a service (SAAS) services for digital quality food management systems				
T275078.US.01	506458-00006 METER GROUP, INC. USA	Meter Logo 	United States of America Registered	87/913,880 May 9, 2018	5,956,461 Jan 7, 2020
009:	Electronic sensors and meters for use in the fields of agriculture, food, urban management, and the environment for measuring and detecting moisture levels in packaged food products and moisture levels in soil; Measuring equipment, namely, soil moisture sensors, anemometers, temperature and relative humidity sensors, leaf wetness sensors, water temperature and depth sensors, soil water potential sensors, light sensors, soil temperature sensors, soil electrical conductivity sensors, nitrate sensors and measuring devices, water infiltration sensors and measuring devices, namely, weighing lysimeters, leaf porometers, electronic data loggers, and soil particle size analyzers used to measure and record parameters, namely, soil moisture, electrical conductivity, temperature, humidity, wind speed and direction, precipitation, solar radiation, water depth, and nitrate concentration in the natural environment; Equipment for measuring physical, chemical, and microbial properties of food and pharmaceutical products, namely, water activity meters, moisture analyzers, moisture sorption analyzers, pH meters, refractometers, Near Infra Red spectroscopy analyzers, and salt content analyzers; systems comprised of computer hardware and computer software for collecting, managing, and reporting data associated with food and pharmaceutical quality and safety; electronic equipment to measure parameters that affect the public health, efficiency, and vitality of urban environments, namely, traffic sensor systems comprised primarily of proximity sensors, equipment to measure parameters that affect air quality and water flow and quality, namely, electronic soil moisture sensors, anemometers, temperature and relative humidity sensors, leaf wetness sensors, water temperature and depth sensors, soil water potential sensors, light sensors, soil temperature sensors, soil electrical conductivity sensors, nitrate sensors and measuring devices, water infiltration sensors and measuring devices, namely, weighing lysimeters, leaf porometers, electronic data loggers, and soil particle size analyzers; computer software for optimizing yields through managing water and nutrients for farmers growing food and plants, growers and agricultural industry consultants in the field of farming; Electronic equipment for measuring water nutrients and environmental parameters that affect crop yields, namely, soil moisture sensors, anemometers, temperature and relative humidity sensors, leaf wetness sensors, water temperature and depth sensors, soil water potential sensors, light sensors, soil temperature sensors, soil electrical conductivity sensors, nitrate sensors and measuring devices, water infiltration sensors and measuring devices, namely, weighing lysimeters, leaf porometers, electronic data loggers, soil particle size analyzers, and closed loop systems for measuring and controlling moisture and conductivity in soil and other growth substrate comprising electrical conductivity sensors, computer software for reading and cataloging measured soil moisture and conductivity measurements; software systems to support decision-making for farmers, growers, and industry consultants comprising computer software and hardware for analyzing seasonal crop yield.				
T274931.US.01	506458-00022 METER GROUP, INC. USA	PLANTPOINT	United States of America Registered To Be Abandoned	86/380,348 Aug 28, 2014	4956657 May 10, 2016
009:	Wireless electronic device for monitoring and controlling irrigation management				

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