

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767677

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|--|--|-----------------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Robert J DiTullio Sr | | 04/29/2022 | INDIVIDUAL: UNITED STATES |
| Cultec, Inc. | | 04/29/2022 | Corporation: CONNECTICUT |
| RECEIVING PARTY DATA | | | |
| Name: | ADS Ventures, Inc. | | |
| Street Address: | 4640 Trueman Boulevard | | |
| City: | Hilliard | | |
| State/Country: | OHIO | | |
| Postal Code: | 43026 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2650841 | THE CHAMBER WITH THE STRIPE | |
| Registration Number: | 4379102 | C | |
| Registration Number: | 4312389 | T-80 | |
| Registration Number: | 4320276 | HVLV | |
| Registration Number: | 4822743 | 902 | |
| Registration Number: | 4901649 | R-902 EC | |
| Registration Number: | 5392492 | 202 | |
| Registration Number: | 6044934 | 360 | |
| Registration Number: | 2828867 | | |
| Registration Number: | 3756066 | STORMGENIE | |
| Registration Number: | 1610507 | CONTACTOR | |
| Registration Number: | 2705650 | STORMFILTER | |
| Registration Number: | 2752255 | RECHARGER | |
| Registration Number: | 3321069 | V8 | |
| Registration Number: | 2876755 | CULTEC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024084400 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |
| TRADEMARK | | | |

OP \$390.00 2650841

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2024084000
Email: docketing@finnegan.com
Correspondent Name: Douglas A. Rettew
Address Line 1: 901 New York Avenue NW
Address Line 4: Washington, D.C. 20001

| | |
|---------------------------|---------------------|
| NAME OF SUBMITTER: | Douglas A. Rettew |
| SIGNATURE: | /Douglas A. Rettew/ |
| DATE SIGNED: | 11/14/2022 |

Total Attachments: 19

source=Cultec, Inc. and Robert J. DiTullio to ADS - Intellectual Property Assignment Agreement - Executed#page1.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“*Assignment Agreement*”) shall be effective as of April 29, 2022 (the “*Effective Date*”) by and between, on the one hand, each of Cultec, Inc., a Connecticut corporation and Robert J. DiTullio, Sr. (each an “*Assignor*” and, collectively, the “*Assignors*”), and, on the other hand, ADS Ventures, Inc., a Delaware corporation (“*Assignee*”).

RECITALS

WHEREAS, Assignors own certain intellectual property set forth in Exhibit A;

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignors and Assignee dated as of April 29, 2022, Assignors have conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property set forth in Exhibit A, along with any and all goodwill relating thereto (collectively, the “*IP*”); and

WHEREAS, Assignors and Assignee have agreed to enter into this Assignment Agreement as further evidence of Assignors’ assignment of each of their rights in and to the IP pursuant to the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. As of the Effective Date, Assignors hereby irrevocably sell, assign, transfer, and convey to Assignee and its successors, assigns, and nominees, and Assignee hereby accepts, all of each Assignor’s right, title, and interest worldwide in and to the following IP:

(a) the patents and patent applications set forth in Exhibit A hereto, including without limitation the entire right, title, and interest in and to the inventions described in the applications for such Patents in any form or embodiment thereof; patent applications filed in any country based thereon; patent applications filed under the provisions of any applicable international treaty; any and all patents or reissues or extensions thereof to be obtained in any country upon said inventions and any divisional, continuation, continuation-in-part or substitute applications which have been filed or may be filed upon said invention or inventions in any country (the “*Patents*”);

(b) the trademark registrations and applications set forth in Exhibit A 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, including all common law rights and trademark registrations for the Trademarks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made;

(c) the domain names and social media accounts set forth in Exhibit A hereto and all issuances and renewals thereof (the “*Domains*”);

(d) the copyright registrations, / and applications for registration, and exclusive copyright licenses set forth in Exhibit A hereto and all issuances, extensions, and renewals thereof (the “*Copyrights*”);

(e) 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;

(f) 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

(g) 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. Further Assurances. Assignors further agree to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Assignment Agreement, including but not limited to executing all necessary deeds, agreements or other documents required at law to effect registration or recordal of the assignment of the intellectual property listed in Exhibit A in any jurisdiction. In addition, and without limiting the generality of the foregoing, Assignors further agree, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the IP, and to otherwise aid Assignee or its successors in interest in enforcing intellectual property rights in the IP, all at the expense of Assignee or its successors in interest.

3. Power of Attorney. Assignors hereby constitute and appoint Assignee and its successors and assigns as Assignors’ true and lawful attorneys with full power of substitution, in Assignors’ name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the IP and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the IP, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the IP which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignors or by dissolution of the Assignors or in any manner or for any reason whatsoever.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the 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. Governing Law; Submission to Jurisdiction and Venue. This Assignment Agreement shall be construed, interpreted, governed, applied and enforced in accordance with the laws of the State of Delaware, without regard to any provisions thereof relating to conflicts of laws among different jurisdictions. Each of the parties hereto irrevocably submit to the non-exclusive jurisdiction and venue of the state or federal courts located in Wilmington, Delaware, U.S.A. to resolve any dispute related hereto or arising hereunder. Each of the parties hereby irrevocably waives any objection they may now or hereafter have as to the venue of any such action or proceeding brought in such court including but not limited to any objection that such court is an inconvenient forum.

5. Counterpart and Facsimile Signatures. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any signature page hereto delivered by facsimile or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

ASSIGNORS

Cultec, Inc.

By: Robert J. DiTullio

Name: Robert J. DiTullio

Title: CEO

ASSIGNEE

ADS Ventures, Inc.

By: _____

Name: _____

Title: _____

Robert J. DiTullio
Robert J. DiTullio, Sr.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

ASSIGNORS

Cultec, Inc.

By: _____

Name: _____

Title: _____

Robert J. DiTullio, Sr.

ASSIGNEE

ADS Ventures, Inc.

By:  _____

Name: D. Scott Barbour

Title: Authorized Officer

EXHIBIT A

Exhibit A to
Intellectual Property Assignment Agreement

Exhibit A to Intellectual Property Assignment - Patents and Designs

| Title | Country | Type | Status | Owner | Filing Date | Serial Number | Iss. Date | Patent # |
|--|---------|--------|---------|--------------------|-------------|---------------|------------|----------------|
| Stormwater Chamber (330XL) | US | Design | Granted | Robert J. DiTullio | 2008-09-23 | 29/324,902 | 2010-04-13 | D613819 |
| Stormwater Chamber (330XL) | CA | Design | Expired | Robert J. DiTullio | 2008-12-19 | 129,144 | 2009-10-02 | 129,144 |
| Stormwater Chamber (330XL) | EU | Design | Granted | Robert J. DiTullio | 2009-02-23 | 001092191 | 2009-02-23 | 001092191-0001 |
| Stormwater Chamber (330XL) | GB | Design | Granted | Robert J. DiTullio | 2009-02-23 | 001092191 | 2009-02-23 | 001092191-0001 |
| High Capacity Water Storage Chambers | US | Design | Granted | Robert J. DiTullio | 2010-04-01 | 29/358,816 | 2011-05-17 | D638,095 |
| High Capacity Water Storage Chamber | CA | Design | Expired | Robert J. DiTullio | 2010-06-18 | 136046 | 2011-01-26 | 136046 |
| High Capacity Water Storage Chambers | EU | Design | Granted | Robert J. DiTullio | 2010-08-19 | 001745209 | 2010-08-19 | 001745209-0001 |
| Manifold for Water Storage Chamber | US | Design | Granted | Robert J. DiTullio | 2010-04-01 | 29/358,813 | 2011-05-17 | D638,094 |
| Manifold for Water Storage Chamber | CA | Design | Expired | Robert J. DiTullio | 2010-06-15 | 135983 | 2011-05-09 | 135983 |
| High Capacity Water Storage Chamber With End Walls | US | Design | Granted | Robert J. DiTullio | 2011-11-29 | 29/407,448 | 2012-10-02 | D668,318 |
| High Capacity Water Storage Chamber With End Walls | CA | Design | Granted | Robert J. DiTullio | 2012-05-28 | 145,859 | 2013-01-30 | 145,859 |
| High Capacity Water Storage Chamber With End Walls | EU | Design | Granted | Robert J. DiTullio | 2012-05-29 | 002048538 | 2012-05-29 | 002048538 |
| High Capacity Water Storage Chamber With End Walls | GB | Design | Granted | Robert J. DiTullio | 2012-05-29 | 002048538 | 2012-05-29 | 002048538 |
| Stormwater Chamber | US | Design | Granted | Robert J. DiTullio | 2014-05-13 | 29/490,783 | 2015-09-01 | D737,927 |
| Stormwater Chamber | CA | Design | Granted | Robert J. DiTullio | 2014-10-07 | 159073 | 2015-06-22 | 159073 |
| Stormwater Chamber | EU | Design | Granted | Robert J. DiTullio | 2014-11-11 | 002576116 | 2014-11-11 | 002576116 |
| Stormwater Chamber | GB | Design | Granted | Robert J. DiTullio | 2014-11-11 | 002576116 | 2014-11-11 | 002576116 |

TRADEMARK

REEL: 007894 FRAME: 0718

Exhibit A to Intellectual Property Assignment - Patents and Designs

| Title | Country | Type | Status | Owner | Filing Date | Serial Number | Iss. Date | Patent # |
|--|---------|--------|---------|--------------------|-------------|----------------|------------|----------------|
| End Wall for High Capacity Water Storage Chamber | US | Design | Granted | Robert J. DiTullio | 2015-02-04 | 29/516,631 | 2016-04-05 | D753,262 |
| End Wall for High Capacity Water Storage Chamber | CA | Design | Granted | Robert J. DiTullio | 2015-02-09 | 160977 | 2016-05-12 | 160977 |
| End Wall for High Capacity Water Storage Chamber | EU | Design | Granted | Robert J. DiTullio | 2015-07-29 | 002744979 | 2015-07-29 | 002744979 |
| End Wall for High Capacity Water Storage Chamber | GB | Design | Granted | Robert J. DiTullio | 2015-07-29 | 002744979 | 2015-07-29 | 002744979 |
| Septic Chamber (Contactor 202) | US | Design | Granted | Robert J. DiTullio | 2016-11-22 | 29/585,321 | 2017-07-18 | D792,552 |
| Stormwater Chamber | US | Design | Granted | Robert J. DiTullio | 2017-08-04 | 29/612,917 | 2018-06-12 | D820,384 |
| Stormwater Chamber (Recharger 360) | US | Design | Granted | Robert J. DiTullio | 2017-02-24 | 29/595,074 | 2017-07-04 | D791,272 |
| Stormwater Chamber (Recharger 360) | CA | Design | Granted | Robert J. DiTullio | 2017-08-17 | 176537 | 2018-03-29 | 176537 |
| Stormwater Chamber (Recharger 360) | EU | Design | Granted | Robert J. DiTullio | 2017-08-21 | 004156628 | 2017-08-21 | 004156628-0001 |
| Stormwater Chamber (Recharger 360) | GB | Design | Granted | Robert J. DiTullio | 2017-08-21 | 004156628 | 2017-08-21 | 004156628-0001 |
| Stormwater Chamber (902HD) | US | Design | Granted | Cultec, Inc. | 2018-04-24 | 29/645,204 | 2018-10-30 | D832,393 |
| Stormwater Chamber (902HD) | EU | Design | Granted | Cultec, Inc. | 2018-10-24 | 005807492-0001 | 2018-10-24 | 005807492-0001 |
| End Cap For Water Storage Chamber (360HD-EC) | US | Design | Granted | Cultec, Inc. | 2018-07-20 | 29/657,281 | 2019-02-12 | D840,499 |
| Stormwater Chamber (902HD) | CA | Design | Granted | Cultec, Inc. | 2018-11-06 | 184573 | 2019-09-19 | 184573 |
| End Cap for Stormwater Chamber (902HD End Cap) | US | Design | Pending | Robert J. DiTullio | 2021-10-21 | 29/789,855 | | |

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REEL: 007894 FRAME: 0719

Exhibit A to Intellectual Property Assignment - Patents and Designs

| Title | Country | Type | Status | Owner | Filing Date | Serial Number | Iss. Date | Patent # |
|--|---------------|---------|-----------|--------------------|-------------|---------------|------------|------------|
| End Cap for Stormwater Chamber (902HD End Cap) | Canada | Design | Pending | Robert J. DiTullio | 2022-04-19 | 212147 | | |
| End Cap for Stormwater Chamber (902HD End Cap) | Great Britain | Design | Pending | Robert J. DiTullio | 2022-04-21 | | | |
| Storm Water Reservoir with Low Drag | US | Utility | Granted | Robert J. DiTullio | 2002-09-03 | 10/233,975 | 2005-02-15 | 6,854,925 |
| Storm Water Reservoir with Low Drag | CA | Utility | Granted | Robert J. DiTullio | 2003-09-03 | 2,438,383 | 2008-07-29 | 2,438,383 |
| Leaching Or Drainage Gallery With Increased Surface Area | US | Utility | Granted | Cultec, Inc. | 2002-09-03 | 10/233,944 | 2004-01-20 | 6,679,653 |
| Leaching Or Drainage Gallery With Increased Surface Area | CA | Utility | Granted | Robert J. DiTullio | 2003-09-03 | 2,440,271 | 2007-10-16 | 2,440,271 |
| Storm Water Chamber for Ganging Together Mult. Chambers (HVLV) | US | Utility | Granted | Cultec, Inc. | 2003-03-20 | 10/392,581 | 2007-06-05 | 7,226,241 |
| Storm Water Chamber for Ganging Together Multiple Chambers | CA | Utility | Granted | Cultec, Inc. | 2003-11-24 | 2,450,565 | 2009-10-20 | 2,450,565 |
| Storm Water Retention Chambers With Arch-Shaped Row Connector | US | Utility | Granted | Robert J. DiTullio | 2006-06-14 | 11/452,561 | 2010-10-05 | 7,806,627 |
| Storm Water Retention Chambers | AU | Utility | Granted | Robert J. DiTullio | 2007-06-08 | 2007202663 | 2010-07-15 | 2007202663 |
| Storm Water Retention Chambers | CA | Utility | Granted | Robert J. DiTullio | 2007-06-11 | 2,591,255 | 2009-06-23 | 2,591,255 |
| Storm Water Retention Chambers | EP | Utility | Abandoned | Robert J. DiTullio | 2007-06-08 | 07109930.3 | | |
| Storm Water Retention Chambers (HVLV Inline Header System) | US | Utility | Granted | Robert J. DiTullio | 2010-04-09 | 12/757,510 | 2013-04-23 | 8,425,148 |
| Multiple Layer Wall Water Storage Chambers | US | Utility | Granted | Robert J. DiTullio | 2008-07-11 | 12/171,884 | 2009-12-29 | 7,637,691 |

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REEL: 007894 FRAME: 0720

Exhibit A to Intellectual Property Assignment - Patents and Designs

| Title | City | Type | Status | Owner | Filing Date | Serial Number | Iss. Date | Patent # |
|--|------|-------------|-----------|--------------------|-------------|---------------|------------|------------|
| Drainage System | US | Utility | Abandoned | Robert J. DiTullio | 1989-01-30 | 07/304,329 | | |
| Drainage System | CA | Utility | Expired | Cultec, Inc. | 1989-03-13 | 593469 | 1994-07-05 | 1,330,603 |
| Drainage System | US | Utility | Expired | Robert J. DiTullio | 1990-04-23 | 07/513,031 | 1992-02-11 | 5,087,151 |
| Groundwater Storage And Distribution System Having A Gallery | US | Utility | Expired | Cultec, Inc. | 1994-05-02 | 08/236,409 | 1995-05-30 | 5,419,838 |
| Lightweight And Durable Utility Pull Box For Protecting | US | Utility | Expired | Cultec, Inc. | 1995-05-25 | 08/450,613 | 1998-06-30 | 5,773,756 |
| Reversible Interlocking Field Drain Panel | US | Provisional | Expired | Robert J. DiTullio | 1997-10-31 | 60/063,896 | | |
| Reversible Interlocking Field Drain Panel | CA | Utility | Expired | Robert J. DiTullio | 1998-10-30 | 2,252,286 | 2004-03-30 | 2,252,286 |
| Reversible Interlocking Field Drain Panel | US | Utility | Expired | Robert J. DiTullio | 1998-10-30 | 09/183,111 | 2000-10-10 | 6,129,482 |
| Storm Or Waste Water Chamber Featuring Strain Relief Notches | US | Provisional | Expired | Robert J. DiTullio | 2000-02-23 | 60/184,272 | | |
| Storm Or Waste Water Chamber Featuring Strain Relief Notches | CA | Utility | Expired | Robert J. DiTullio | 2000-04-03 | 2,303,658 | 2009-02-09 | 2,303,658 |
| Storm Or Waste Water Chamber Featuring Strain Relief Notches | US | Utility | Expired | Robert J. DiTullio | 2000-04-03 | 09/542,079 | 2001-11-27 | 6,322,288 |
| Storm Water Chamber With Floor Liner | US | Utility | Granted | Robert J. DiTullio | 2010-06-11 | 12/814,128 | 2013-02-05 | 8,366,346 |
| Storm Water Chamber With Floor Liner | CA | Utility | Granted | Robert J. DiTullio | 2011-06-10 | 2,743,193 | 2013-10-01 | 2,743,193 |
| Storm Water Chamber With Floor Liner | FR | Utility | Abandoned | Robert J. DiTullio | 2011-06-10 | FR1155143 | 2014-07-25 | FR-1155143 |
| Storm Water Chamber With Floor Liner | GB | Utility | Abandoned | Robert J. DiTullio | 2011-06-10 | 1109710.2 | 2013-01-16 | 2481498 |
| Water Chamber With Floor Liner | IT | Utility | Abandoned | Robert J. DiTullio | 2011-06-11 | UD2011A000088 | 2014-04-04 | 0001407427 |
| Riser Assembly for Water Storage Chambers | US | Utility | Granted | Robert J. DiTullio | 2010-06-11 | 12/814,211 | 2013-04-09 | 8,414,222 |

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REEL: 007894 FRAME: 0721

Exhibit A to Intellectual Property Assignment - Patents and Designs

| Title | City | Type | Status | Owner | Filing Date | Serial Number | Iss. Date | Patent # |
|---|------|---------|-----------|--------------------|-------------|---------------|------------|------------|
| Riser Assembly for Water Storage Chambers | CA | Utility | Abandoned | Robert J. DiTullio | 2011-06-10 | 2,747,590 | 2014-02-11 | 2,747,590 |
| Riser Assembly for Water Storage Chambers | FR | Utility | Abandoned | Robert J. DiTullio | 2011-06-10 | 1155144 | 2013-10-04 | 1155144 |
| Riser Assembly for Water Storage Chambers | GB | Utility | Abandoned | Robert J. DiTullio | 2011-06-10 | 1109712.8 | 2012-04-25 | 2481499 |
| Riser Assembly for Water Storage Chambers | IT | Utility | Abandoned | Robert J. DiTullio | 2011-06-10 | UD2011A000087 | 2014-04-04 | 0001407426 |
| Stormwater Chamber with Stackable Reinforcing Ribs | US | Utility | Granted | Robert J. DiTullio | 2016-08-08 | 15/231,222 | 2017-09-19 | 9,765,509 |
| Stormwater Chamber with Stackable Reinforcing Ribs | CA | Utility | Granted | Robert J. DiTullio | 2017-08-08 | 2,975,770 | 2018-07-03 | 2,975,770 |
| Stormwater Chamber with Stackable Reinforcing Ribs | EP | Utility | Granted | Robert J. DiTullio | 2017-08-08 | 17185423.5 | 2019-07-17 | 3281758 |
| Stormwater Chamber with Stackable Reinforcing Ribs | GB | Utility | Granted | Robert J. DiTullio | 2017-08-08 | 17185423.5 | 2019-07-17 | 3281758 |
| Stormwater Chamber with Stackable Reinforcing Ribs | IE | Utility | Granted | Robert J. DiTullio | 2017-08-08 | 17185423.5 | 2019-07-17 | 3281758 |
| Stormwater Chamber with Stackable Reinforcing Ribs | US | Utility | Granted | Robert J. DiTullio | 2017-07-20 | 15/655,215 | 2017-12-26 | 9,850,648 |
| Stormwater Chamber with Stackable Reinforcing Ribs | US | Utility | Granted | Robert J. DiTullio | 2017-09-18 | 15/707,578 | 2019-01-15 | 10,179,989 |
| Stormwater Chambers Thermofomed From Coextruded Sheet Mater | US | Utility | Abandoned | Cultec, Inc. | 2018-08-10 | 16/100,916 | | |
| Stormwater Chambers Thermofomed From Coextruded Sheet Mater | CA | Utility | Abandoned | Cultec, Inc. | 2019-08-09 | 3,051,680 | | |

TRADEMARK

REEL: 007894 FRAME: 0722

Exhibit A to Intellectual Property Assignment - Patents and Designs

| Title | City | Type | Status | Owner | Filing Date | Serial Number | Iss. Date | Patent # |
|---|------|---------|-----------|--------------------|-------------|---------------|------------|------------|
| Stormwater Chambers Thermofomed From Coextruded Sheet Mater | EP | Utility | Abandoned | Cultec, Inc. | 2019-08-09 | 19191133.8 | | |
| Water Storage Chamber Connection System | US | Utility | Granted | Robert J. DiTullio | 2018-07-03 | 16/026,851 | 2020-01-28 | 10,544,575 |
| Water Storage Chamber Connection System | CA | Utility | Granted | Robert J. DiTullio | 2019-07-02 | 3,048,463 | 2021-05-25 | 3,048,463 |
| Water Storage Chamber Connection System | EP | Utility | Pending | Robert J. DiTullio | 2019-07-01 | 19183724.4 | | |
| Water Storage Chamber Connection System | US | Utility | Granted | Robert J. DiTullio | 2019-12-18 | 16/719,139 | 2020-05-26 | 10,662,635 |

TRADEMARK

REEL: 007894 FRAME: 0723

Exhibit A to Intellectual Property Assignment - Trademarks

| Trademark | Country | Status | Class | Owner | Serial Number | Filing Date | Reg. Number | Reg. Date |
|------------------------------------|----------------|------------|-------|--------------------|---------------|-------------|---------------|------------|
| 100 | United States | Common Law | | Cultec, Inc. | | | | |
| 150 | United States | Common Law | | Cultec, Inc. | | | | |
| 150XL | United States | Common Law | | Cultec, Inc. | | | | |
| 180 | United States | Common Law | | Cultec, Inc. | | | | |
| 280 | United States | Common Law | | Cultec, Inc. | | | | |
| 330 | United States | Common Law | | Cultec, Inc. | | | | |
| 330XL | United States | Common Law | | Cultec, Inc. | | | | |
| 900 | United States | Common Law | | Cultec, Inc. | | | | |
| CULTEC SEPARATOR ROW | United States | Common Law | | Cultec, Inc. | | | | |
| EZ-24 | United States | Common Law | | Cultec, Inc. | | | | |
| FIELD DRAIN | United States | Common Law | | Cultec, Inc. | | | | |
| T-80 | Canada | Proposed | 019 | Cultec, Inc. | | | | |
| TRIPDRAIN | United States | Canceled | 011 | Cultec, Inc. | 73/831,625 | 1989-10-16 | 1,611,148 | 1990-08-28 |
| CONTACTOR | United States | Registered | 011 | Cultec, Inc. | 73/831,549 | 1989-10-16 | 1,610,507 | 1990-08-21 |
| STORMFILTER | United States | Registered | 011 | Cultec, Inc. | 75/454,050 | 1998-03-20 | 2,705,650 | 2003-04-15 |
| THE CHAMBER WITH THE STRIPE | United States | Registered | 011 | Cultec, Inc. | 76/192,104 | 2001-01-10 | 2,650,841 | 2002-11-12 |
| DESIGN ONLY (Stripping on Chamber) | United States | Registered | 011 | Cultec, Inc. | 76/194,384 | 2001-01-16 | 2,828,867 | 2004-04-06 |
| RECHARGER | United States | Registered | 011 | Robert J. DiTullio | 76/410,625 | 2002-05-22 | 2,752,255 | 2003-08-19 |
| CULTEC | United States | Registered | 011 | Robert J. DiTullio | 76/541,399 | 2003-08-20 | 2,876,755 | 2004-08-24 |
| V8 | United States | Registered | 019 | Robert J. DiTullio | 78/801,260 | 2006-01-27 | 3,321,069 | 2007-10-23 |
| CULTEC | European Union | Registered | 011 | Robert J. DiTullio | 006106512 | 2007-07-17 | 006106512 | 2008-09-16 |
| CULTEC | United Kingdom | Registered | 011 | Robert J. DiTullio | UK00906106512 | 2007-07-17 | UK00906106512 | 2008-09-16 |

Exhibit A to Intellectual Property Assignment - Trademarks

| Trademark | Country | Status | Class | Owner | Serial Number | Filing Date | Reg. Number | Reg. Date |
|----------------------------|----------------|------------|----------|--------------------|---------------|-------------|---------------|------------|
| RECHARGER | European Union | Registered | 011 | Robert J. DiTullio | 006106181 | 2007-07-17 | 006106181 | 2008-09-16 |
| RECHARGER | United Kingdom | Registered | 011 | Robert J. DiTullio | UK00906106181 | 2007-07-17 | UK00906106181 | 2008-09-16 |
| PAC | United States | Expired | 019 | Robert J. DiTullio | 77/644,031 | 2009-01-06 | 3,874,057 | 2010-11-09 |
| STORMGENIE | United States | Registered | 009 | Cultec, Inc. | 77/715,073 | 2009-04-16 | 3,756,066 | 2010-03-02 |
| PAC | Canada | Registered | 019 | Robert J. DiTullio | 1,447,750 | 2009-07-31 | TMA828,883 | 2012-07-31 |
| PAC | European Union | Registered | 019 | Robert J. DiTullio | 008462947 | 2009-07-31 | 008462947 | 2010-01-31 |
| PAC | United Kingdom | Registered | 019 | Robert J. DiTullio | UK00908462947 | 2009-07-31 | UK00908462947 | 2010-01-31 |
| CRRH | United States | Canceled | 019 | Cultec, Inc. | 85/107,211 | 2010-08-13 | 4,210,610 | 2012-09-18 |
| CONTACTOR | Canada | Registered | 011 | Cultec, Inc. | 1509467 | 2010-12-13 | 824055 | 2012-05-14 |
| CULTEC | Canada | Registered | 011 | Robert J. DiTullio | 1509629 | 2010-12-13 | TMA829,968 | 2012-08-15 |
| RECHARGER | Canada | Registered | 011 | Robert J. DiTullio | 1509628 | 2010-12-13 | TMA817,608 | 2012-02-14 |
| STORMFILTER | Canada | Registered | 011 | Cultec, Inc. | 1509627 | 2010-12-13 | TMA817,613 | 2012-02-14 |
| LANDSCAPER SERIES | United States | Canceled | 019 | Cultec, Inc. | 85/565,057 | 2012-03-09 | 4,215,686 | 2012-09-25 |
| HVLV | United States | Registered | 019 | Cultec, Inc. | 85/686,171 | 2012-07-25 | 4,320,276 | 2013-04-16 |
| T-80 | United States | Registered | 019 | Cultec, Inc. | 85/686,209 | 2012-07-25 | 4,312,389 | 2013-04-02 |
| HVLV | European Union | Registered | 019 | Cultec, Inc. | 11083854 | 2012-07-31 | 11083854 | 2012-12-28 |
| HVLV | United Kingdom | Registered | 019 | Cultec, Inc. | UK00911083854 | 2012-07-31 | UK00911083854 | 2012-12-28 |
| T-80 | European Union | Registered | 019 | Cultec, Inc. | 11083508 | 2012-07-31 | 11083508 | 2012-12-28 |
| T-80 | United Kingdom | Registered | 019 | Cultec, Inc. | UK00911083508 | 2012-07-31 | UK00911083508 | 2012-12-28 |
| LANDSCAPER SERIES | European Union | Registered | 019 | Cultec, Inc. | 11131026 | 2012-08-21 | 11131026 | 2013-01-22 |
| LANDSCAPER SERIES | United Kingdom | Registered | 019 | Cultec, Inc. | UK00911131026 | 2012-08-21 | UK00911131026 | 2013-01-22 |
| C and Design (CULTEC Logo) | United States | Registered | 011, 019 | Cultec, Inc. | 85/774,723 | 2012-11-08 | 4,379,102 | 2013-08-06 |

Exhibit A to Intellectual Property Assignment - Trademarks

| Trademark | Country | Status | Class | Owner | Serial Number | Filing Date | Reg. Number | Reg. Date |
|----------------------------|----------------|------------|---------------|--------------|---------------|-------------|--------------|------------|
| C and Design (CULTEC Logo) | Australia | Registered | 011, 019 | Cultec, Inc. | 1526068 | 2012-11-15 | 1526068 | 2013-07-10 |
| C and Design (CULTEC Logo) | European Union | Registered | 011, 019, 024 | Cultec, Inc. | 11347465 | 2012-11-15 | 11347465 | 2016-03-06 |
| C and Design (CULTEC Logo) | United Kingdom | Registered | 011, 019, 024 | Cultec, Inc. | UK00911347465 | 2012-11-15 | UK0091134746 | 2016-03-06 |
| HVLV | Canada | Registered | 019 | Cultec, Inc. | 1607790 | 2012-12-21 | TMA868421 | 2014-01-07 |
| C and Design (CULTEC Logo) | Canada | Registered | 019 | Cultec, Inc. | 1625810 | 2013-05-08 | TMA930,181 | 2016-02-29 |
| 902 | United States | Registered | 019 | Cultec, Inc. | 86105,700 | 2013-10-30 | 4,822,743 | 2015-09-29 |
| 902 | European | Registered | 019 | Cultec, Inc. | 12270039 | 2013-10-31 | 12270039 | 2014-03-25 |
| 902 | United | Registered | 019 | Cultec, Inc. | UK00912270039 | 2013-10-31 | UK0091227003 | 2014-03-25 |
| CHAMBER OF CHOICE | United States | Canceled | 019 | Cultec, Inc. | 86179,841 | 2014-01-30 | 4,564,304 | 2014-07-08 |
| CHAMBER OF CHOICE | Canada | Registered | 019 | Cultec, Inc. | 1661956 | 2014-01-31 | TMA898,930 | 2015-03-17 |
| CHAMBER OF CHOICE | European Union | Registered | 019 | Cultec, Inc. | 12551751 | 2014-01-31 | 12551751 | 2014-06-23 |
| CHAMBER OF CHOICE | United Kingdom | Registered | 019 | Cultec, Inc. | UK00912551751 | 2014-01-31 | UK0091255175 | 2014-06-23 |
| 902 | Canada | Registered | 019 | Cultec, Inc. | 1666435 | 2014-03-05 | TMA959,190 | 2017-01-04 |
| R-902 EC | United States | Registered | 019 | Cultec, Inc. | 861693,730 | 2015-07-15 | 4,901,649 | 2016-02-16 |
| R-902 EC | European Union | Registered | 019 | Cultec, Inc. | 14859318 | 2015-12-02 | 14859318 | 2016-03-30 |
| R-902 EC | United Kingdom | Registered | 019 | Cultec, Inc. | UK00914859318 | 2015-12-02 | UK0091485931 | 2016-03-30 |
| R-902 EC | Canada | Registered | 019 | Cultec, Inc. | 1762898 | 2016-01-12 | TMA957,300 | 2016-12-06 |
| 202 | United States | Registered | 019 | Cultec, Inc. | 87072,630 | 2016-06-15 | 5,392,492 | 2018-01-30 |
| XS | United States | Abandoned | 019 | Cultec, Inc. | 87073,677 | 2016-06-16 | | |
| 202 | Canada | Registered | 019 | Cultec, Inc. | 1787478 | 2016-06-17 | TMA1026192 | 2019-06-17 |
| XS | Canada | Registered | 019 | Cultec, Inc. | 1787477 | 2016-06-17 | TMA1025600 | 2019-06-17 |
| 202 | European Union | Registered | 019 | Cultec, Inc. | 15731904 | 2016-08-05 | 15731904 | 2016-12-13 |

Exhibit A to Intellectual Property Assignment - Trademarks

| Trademark | Country | Status | Class | Owner | Serial Number | Filing Date | Reg. Number | Reg. Date |
|------------|----------------|------------|-------|--------------|---------------|-------------|---------------|------------|
| 202 | United Kingdom | Registered | 019 | Cultec, Inc. | UK00915731904 | 2016-08-05 | UK00915731904 | 2016-12-13 |
| XS | European Union | Registered | 019 | Cultec, Inc. | 15731921 | 2016-08-05 | 15731921 | 2016-12-09 |
| XS | United Kingdom | Registered | 019 | Cultec, Inc. | UK00915731921 | 2016-08-05 | UK00915731921 | 2016-12-09 |
| 360 | United States | Registered | 019 | Cultec, Inc. | 88/004,734 | 2018-06-18 | 6,044,934 | 2020-05-05 |
| 360 | Canada | Registered | 019 | Cultec, Inc. | 1905149 | 2018-06-19 | TMA1095653 | 2021-03-12 |
| 360 | European Union | Registered | 019 | Cultec, Inc. | 17920471 | 2018-06-20 | 17920471 | 2018-11-01 |
| 360 | United Kingdom | Registered | 019 | Cultec, Inc. | UK00917920471 | 2018-06-20 | UK00917920471 | 2018-11-01 |
| STORMGENIE | Canada | Pending | 009 | Cultec, Inc. | 2141169 | 2021-10-20 | | |
| XS | United States | Common Law | | | | | | |

Schedule 3.12(a) to Seller's Disclosure Schedules - Domain Names

| <u>Domain Name</u> | <u>Status</u> | <u>Expiration Date</u> | <u>Registrar</u> |
|---------------------------|----------------------|-------------------------------|-------------------------|
| cultec.biz | Active | 11/15/2025 | GoDaddy |
| cultec.com | Active | 08/01/2039 | Network Solutions |
| cultec.eu | Active | 11/16/2022 | Network Solutions |
| cultec.info | Active | 11/16/2025 | GoDaddy |
| cultec.name | Active | 11/16/2022 | Network Solutions |
| cultec.org | Active | 11/16/2025 | GoDaddy |
| cultec.tv | Active | 11/16/2025 | GoDaddy |
| cultec.us | Active | 11/15/2025 | GoDaddy |
| cultecinc.com | Active | 11/16/2025 | GoDaddy |
| cultecinc.net | Active | 11/16/2025 | GoDaddy |
| cultecinc.org | Active | 11/16/2025 | GoDaddy |
| cultecinc.us | Active | 11/15/2025 | GoDaddy |
| cultecllc.com | Active | 05/25/2025 | GoDaddy |
| cultecllc.eu | Active | 05/25/2024 | Network Solutions |
| cultecllc.net | Active | 05/25/2025 | GoDaddy |
| cultecllc.us | Active | 05/24/2025 | GoDaddy |
| stormgenie.com | Active | 04/15/2025 | GoDaddy |
| stormgenie.net | Active | 04/15/2025 | GoDaddy |

Exhibit A to Intellectual Property Assignment - Copyrights

Registered copyrights

None

Unregistered copyrights

All Cultec chamber and component drawings which comply with Copyright Laws