

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779911

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900729616
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Synergy Power Group, LLC		10/28/2022	Limited Liability Company: ILLINOIS
Clearwarn Enterprises, LLC		10/28/2022	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	TF Acquisition Company, LLC
Street Address:	210 Inverness Center Drive
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35242
Entity Type:	Limited Liability Company: ALABAMA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	73432997	POWERMASTER
Serial Number:	76263841	TEAM FENEX

CORRESPONDENCE DATA

Fax Number: 2059057009
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.
Phone: 2057297000
Email: david@richardson.law
Correspondent Name: David Eugene Malick
Address Line 1: 22 Inverness Center Parkway
Address Line 2: Suite 500
Address Line 4: Birmingham, ALABAMA 35242

ATTORNEY DOCKET NUMBER:	ALTEC 1010.28
NAME OF SUBMITTER:	David E. Malick
SIGNATURE:	/David E. Malick/

DATE SIGNED:	01/11/2023
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Total Attachments: 6

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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this "Agreement"), dated as of October 28, 2022, is entered into by and among TF Acquisition Company, LLC, an Alabama limited liability company, a subsidiary of Altec Inc. ("Buyer"), on the one hand, and Synergy Power Group, LLC, dba Team Fenex, an Illinois limited liability company ("Team Fenex"), and Clearwarn Enterprises, LLC, an Illinois limited liability company ("Clearwarn") and together with Team Fenex, each a "Seller" and together "Sellers", on the other hand. Buyer and each Seller may also each be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. The Parties have entered into that certain Asset Purchase Agreement, dated as of September 22, 2022 (the "Purchase Agreement"), by and among the Parties and certain other parties identified therein, pursuant to which, among other things, each Seller agreed to sell, convey, grant, assign, transfer, and deliver to Buyer, and Buyer agreed to purchase and acquire from each Seller, free and clear of all Encumbrances (other than Permitted Encumbrances), all of such Seller's right, title, and interest in and to the Seller IP Rights included in the Purchased Assets.

B. The Parties are entering into this Agreement in order to evidence the sale, conveyance, grant, assignment, transfer, and delivery of the Seller IP Rights included in the Purchased Assets by Sellers to Buyer.

AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

1. In consideration of the Purchase Price, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing and subject to the terms and conditions set forth in the Purchase Agreement, including Section 2.1(e) of the Purchase Agreement, each Seller hereby sells, conveys, grants, assigns, transfers, and delivers to Buyer, and Buyer hereby purchases and acquires from each Seller, free and clear of all Encumbrances (other than Permitted Encumbrances), all of such Seller's right, title, and interest in and to (i) the Seller IP Rights included in the Purchased Assets, (ii) the goodwill of the Business symbolized by the Seller IP Rights included in the Purchased Assets, (iii) any Proceeding related to the Seller IP Rights included in the Purchased Assets, whether accruing before, on, or after the Closing Date, including all rights to and claims for Damages, restitution, and injunctive relief and other legal and equitable relief for past, present, and future infringement, (iv) any common law rights of such Seller to the Seller IP Rights included in the Purchased Assets, and (v) any moral rights and trade secrets of such Seller embodied within the Seller IP Rights included in the Purchased Assets. Each Seller shall execute and deliver, at the reasonable request of Buyer, such further instruments of sale, conveyance, grant, assignment, transfer, and delivery, and take such other actions, as Buyer reasonably requests, to more effectively consummate the foregoing.

2. Each Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, to record the assignment of any trademarks and trade names, whether registered or not, set forth on Exhibit A, and any works susceptible to copyright set forth on Exhibit A, of such Seller to, and for the sole use and benefit of, Buyer, its successors, assigns, nominees, and/or legal representatives. Each Seller hereby agrees that a copy of this Agreement is to be deemed a full legal and formal equivalent of any assignment, consent to file, or similar document that could be required in any country for any purpose and more particularly in proof of the right of Buyer or its nominee to claim the benefit of the right of priority provided by any applicable international convention.

3. The terms of the Purchase Agreement, including each Party's respective representations, warranties, covenants, agreements, and indemnities, are not superseded by this Agreement, but remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

4. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will be, as to that jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner so that the Transactions be consummated as originally contemplated to the greatest extent possible.

5. This Agreement, as well as all matters in dispute between the Parties, whether arising from or relating to this Agreement or arising from or relating to alleged extra-contractual facts prior to, during, or subsequent to this Agreement, including fraud, misrepresentation, negligence, or any other alleged tort or violation of this Agreement, regardless of the legal theory upon which such matter is asserted, will be governed by, construed under, and enforced in accordance with the Legal Requirements of the State of Delaware (explicitly including the Delaware statute of limitations) without regard to any choice of laws or conflicts of laws provisions, rules, or principles that would require the application of any other Legal Requirements.

6. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS, WHETHER NOW OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. ANY PARTY IS PERMITTED TO FILE A COPY OF THIS SECTION 6 WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED FOR AGREEMENT AMONG THE PARTIES TO IRREVOCABLY WAIVE TRIAL BY JURY, AND THAT ANY PROCEEDING WHATSOEVER AMONG THE PARTIES RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS IS INSTEAD TO BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

7. The Parties are permitted to execute this Agreement in one or more counterparts, each of such counterparts will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) constitutes effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) are deemed to be their original signatures for all purposes.

8. Capitalized terms used in this Agreement, but not defined in this Agreement, have the meanings given to such terms in the Purchase Agreement.

[Signature Page Follows]

As of the date first set forth above, each of the Parties, intending to be legally bound, has caused an authorized Representative of such Party to duly execute and deliver this Agreement on behalf of such Party.

BUYER:

TF Acquisition Company, LLC

By: *John E. Gourley*
Name: John Gourley
Title: President

SELLERS:

Synergy Power Group, LLC, d/b/a Team Fenex

By: _____
Name: _____
Title: _____

Clearwarn Enterprises, LLC

By: _____
Name: _____
Title: _____

[Signature Page to IP Assignment Agreement]

As of the date first set forth above, each of the Parties, intending to be legally bound, has caused an authorized Representative of such Party to duly execute and deliver this Agreement on behalf of such Party.

BUYER:

TF Acquisition Company, LLC

By: _____
Name: _____
Title: _____

SELLERS:

Synergy Power Group, LLC, d/b/a Team Fenex

By: *James Cleary*
Name: James Cleary
Title: Manager

Clearwarn Enterprises, LLC

By: _____
Name: _____
Title: _____

[Signature Page to IP Assignment Agreement]

As of the date first set forth above, each of the Parties, intending to be legally bound, has caused an authorized Representative of such Party to duly execute and deliver this Agreement on behalf of such Party.

BUYER:

TF Acquisition Company, LLC

By: _____
Name: _____
Title: _____

SELLERS:

Synergy Power Group, LLC, d/b/a Team Fenex

By: _____
Name: _____
Title: _____

Clearwarn Enterprises, LLC

By: James Cleary
Name: James Cleary
Title: Manager

[Signature Page to IP Assignment Agreement]

Exhibit A

Trademarks, Trade Names, and Copyrights

Trade Names

Team Fenex

POWERMASTER

Other IP

Website Content

Logo

<https://www.teamfenex.com/>

Registered trademarks

POWERMASTER

Serial # 73432997

Registration # 1353685

Renewal 8/13/2025

TEAM FENEX

Serial # 76263841

Registration # 2792085

Renewal: 12/9/2023

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