

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GTAT Corporation		07/19/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crystal Systems, LLC		
Street Address:	913 SW Higgins Avenue, Suite 201		
City:	Missoula		
State/Country:	MONTANA		
Postal Code:	59803		
Entity Type:	Limited Liability Company: MONTANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3523763	HEM	
Registration Number:	6254140	HEMEX	
Registration Number:	6254136	LAOS	
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:	602.229.5228		
Email:	tm-dept@quarles.com, heather.buchta@quarles.com, jordan.downham@quarles.com, veronica.brooks@quarles.com		
Correspondent Name:	Heather L. Buchta at Quarles & Brady LLP		
Address Line 1:	2 North Central		
Address Line 2:	Renaissance One, Suite 600		
Address Line 4:	Phoenix, ARIZONA 85004-2391		
ATTORNEY DOCKET NUMBER:	178978.00001 Crystal Syst		
NAME OF SUBMITTER:	Veronica Ford Brooks		
SIGNATURE:	/VFB/		
DATE SIGNED:	11/07/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of July 19, 2022 (the "Effective Date"), is made by and between GTAT Corporation, a Delaware corporation ("Assignor") and Crystal Systems, LLC, a Montana limited liability company with its principal offices located at 913 SW Higgins Avenue, Suite 201, Missoula, Montana 59803 ("Assignee"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement (defined below).

RECITALS

WHEREAS, Assignor, as Seller, and Assignee, as Buyer, are parties to that certain Asset Purchase Agreement, dated as of April 20, 2022 (the "Asset Purchase Agreement"), pursuant to which Assignor has, among other things, agreed to sell, assign, transfer, convey, and deliver to Buyer all of Assignor's right, title, and interest in and to the Assigned Trademarks (as defined below); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title and interest in and throughout the United States of America, its territories and all foreign countries, in, to and under the trademark registrations and trademark applications listed on Schedule A hereto, and the goodwill associated therewith and symbolized thereby, including renewals therefor (collectively, the "Assigned Trademarks"), together with all rights relating thereto, including, without limitation, the business or portion thereof to which the Assigned Trademarks apply, which business is ongoing and existing, all rights to renew, reproduce, distribute and display the Assigned Trademarks, and all rights to collect royalties and proceeds in connection with any of the foregoing whether pursuant to 11 U.S.C. § 365(n) or otherwise, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorneys' fees and expenses) or lost profits in connection therewith. To the extent Assignor retains

any right, title or interest in or to the Assigned Trademarks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor shall waive for all time any claims that Assignor may have concerning the Assigned Trademarks. Assignor shall make no further use of the Assigned Trademarks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Assigned Trademarks after the date of this Assignment.

2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Trademarks, it being understood that any expense in connection with the execution of such recordation shall be borne by Assignee.
3. Information and Assistance.
 - 3.1 Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.
 - 3.2 If Assignor fails to timely comply with Section 3.1 and Buyer is therefore unable to secure Assignor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts solely for the purpose of furthering the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.
4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. The exchange of copies of this Assignment and of signature pages by electronic or facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by electronic or facsimile transmission shall be deemed to be their original signatures for all purposes.

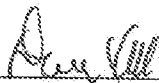
6. Headings. The headings in this Assignment are inserted for convenience only and shall not constitute a part hereof.
7. Asset Purchase Agreement Controls. This Assignment is provided pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit or affect the rights or obligations of any person under the Asset Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.
8. Governing Law. This Assignment shall be construed and interpreted according to the internal laws of the State of Delaware without regard to any conflicts of law provisions.

[Signatures appear on next page]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by authorized representatives of the parties hereto, effective as of the Effective Date.

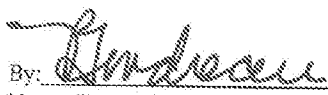
"ASSIGNEE":

CRYSTAL SYSTEMS, LLC

By: 
Name: David W. Keck
Title: General Manager
Date: July 26, 2022

"ASSIGNOR":

GTAT CORPORATION

By: 
Name: Pamela L. Tondreau
Title: Executive Vice President and
Secretary
Date: July 19, 2022

[Signature Page to Trademark Assignment]

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NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
)
County of Maricopa) SS.
)
State of Arizona)

I, Rebecca Newnam, the undersigned Notary Public do hereby certify that Pamela L. Tondreau, as Executive Vice President and Secretary of GTAT Corporation, a Delaware corporation, who signed the foregoing Assignment document on the 9th day of July, 2022, is personally known to me or was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that she was authorized to execute the foregoing Assignment document on behalf of GTAT Corporation, and to me acknowledged that she did sign the said document.

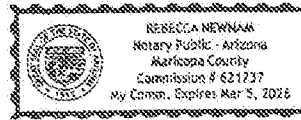
WITNESS my hand and official seal,

Rebecca Newnam
Signature of Notary

Name of Notary: Rebecca Newnam

My Commission Expires:

(Seal)



[Notarial Certificate to Trademark Assignment]

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