

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Balax, Inc.		07/08/2022	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	GWS Tool, LLC		
Street Address:	595 CR 448		
City:	Tavares		
State/Country:	FLORIDA		
Postal Code:	32778		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	72185351	BALAX	
Serial Number:	74089002	THREDFLOER	
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>			
Email:	bnus@haugpartners.com		
Correspondent Name:	Ben Natter		
Address Line 1:	745 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10151		
ATTORNEY DOCKET NUMBER:	A950-120		
NAME OF SUBMITTER:	Juan Villazon		
SIGNATURE:	/Juan Villazon/		
DATE SIGNED:	12/27/2022		
Total Attachments: 8			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment (this “Assignment”) is entered into as of [●], by and among Balax, Inc., a Wisconsin corporation (“Assignor”), and GWS Tool, LLC, a Florida limited liability company (“Assignee”). Assignor and Assignee, among others, have entered into that certain Asset Purchase Agreement, dated as of July 8, 2022 (as amended, restated or otherwise modified from time to time, the “Asset Purchase Agreement”). Defined terms used in this Agreement and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Internet domain name(s) identified in Schedule A attached hereto (the “Scheduled Domain Names”);

WHEREAS, Assignee is desirous of having transferred to it the Scheduled Domain Names and any other domain names and social media accounts used in connection with the Business, as well as the intellectual property and other proprietary rights associated therewith;

WHEREAS, Assignor is the owner of copyrights in the contents of the website(s) appearing at the Scheduled Domain Names (the “Scheduled Works”);

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the certain works of authorship and copyrights owned by Assignor and associated or used in connection with the Business including, but not limited to, the Scheduled Works, as successor to the business to which such works of authorship and copyrights pertain;

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule B attached hereto (collectively, the “Scheduled Trademarks”);

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the certain trademarks, service marks, and other source-identifying designations owned by Assignor and associated or used in connection with the Business including, but not limited to, the Scheduled Trademarks, as successor to the business to which such marks pertain;

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, Assignor agreed to sell, and Assignee agreed to purchase, certain assets of Assignor, as described therein;

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor enter into this Intellectual Property Assignment to transfer to Assignee the Intellectual Property Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor’s right, title and interest in and to the Intellectual Property Assets.

NOW, THEREFORE, in consideration of the recitals and the mutual representations, warranties, covenants and agreements set forth in this Assignment, the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement which Assignee has paid in accordance with the Asset Purchase Agreement, and which payment Assignor admits and acknowledges has been made by Assignee, and other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer and Assignment of Rights in Domain Names. Assignor hereby sells, assigns, transfers and sets over to Assignee:

a. All right, title, and interest in and to the Scheduled Domain Names together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries;

b. All right, title, and interest in and to all other domain names and social media accounts used in connection with the Business, together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (collectively, the "Unscheduled Domain Names"); and

c. The right to sue and collect damages and/or profits for both past and present causes of action related to the Scheduled Domain Name and/or the Unscheduled Domain Names.

2. Assignment of Copyright. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title, and interest of Assignor in and to the Scheduled Works together with all copyrights, copyright applications, and registrations therefor including, but not limited to, the copyrights in the Scheduled Works, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

b. All right, title, and interest in and to all other works of authorship created by, for, or otherwise acquired by, the Business including, but not limited to, all copyrights, copyright applications, and registrations therefor, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (collectively, the "Unscheduled Works"); and

c. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Unscheduled Works.

3. Assignment of Trademarks. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title, and interest of Assignor in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as any trademark and service mark applications and registrations therefor, and the business to which such Scheduled Trademarks pertain, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

b. All right, title, and interest in and to all other trademarks, service marks, or other source identifying designations used in connection with the Business, together with the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (collectively, the “Unscheduled Trademarks”); and

c. The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks and/or Unscheduled Trademarks.

4. Assignment of Inventions. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title, and interest in and to all inventions, discoveries, know-how, and improvements thereof, and patents, registrations, and applications related thereto, and any and all continuations, divisions, and renewals of and substitutes for said applications, and in, to, and under any and all additional patents, registrations, or other rights which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said patents created by, for, or otherwise acquired by, the Business, including but not limited to all patents, patent applications, and registrations therefor together with the right to claim priority thereto under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose (collectively, the “Unscheduled Inventions”); and

b. The right to apply for patents and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Unscheduled Inventions.

5. Assignor, for itself and its successors and assigns, does hereby covenant that Assignor will communicate to Assignee, or to its successors, assigns, or nominees, without further compensation to Assignor, all known facts regarding the Intellectual Property Assets (as defined in the Asset Purchase Agreement), testify in any legal proceedings, execute and deliver such further instruments or documents, make all rightful oaths, and generally do everything reasonably possible to aid Assignee, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested fully and effectively to convey and transfer to and vest in Assignee, its successors and assigns or nominees, all right, title, and interest in and to the Intellectual Property Assets, and to obtain and enforce proper protection for the Intellectual Property Assets in any and all countries.

6. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action to register, evidence, perfect, and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee. With respect to the Scheduled Domain Names and/or the Unscheduled Domain Names and without limiting the foregoing, Assignor shall take all steps necessary to effect the changes in name of registrant by the name change provisions of the applicable domain name registrar and to transfer the applicable domain name registrar account(s) to Assignee.

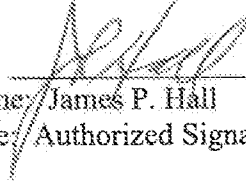
7. All the terms, covenants, and conditions in this Assignment shall be binding upon Assignor and its successors and assigns and all others acting by, through, with, or under its direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

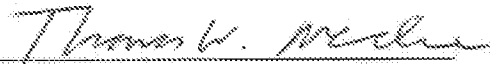
8. Assignor, for itself and its successors and assigns, hereby covenants that Assignor has not executed and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein. The terms of the Asset Purchase Agreement are incorporated herein by reference. Assignor and Assignee acknowledge and agree that 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.

[Signature page follows]

SELLER:

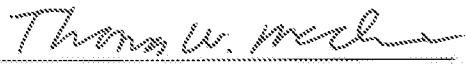
BALAX, INC.

By: 
Name: James P. Hall
Title: Authorized Signatory

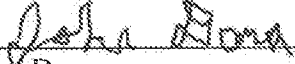
By: 
Name: Thomas W. McClure
Title: Authorized Signatory

SHAREHOLDERS:



James P. Hall


Thomas W. McClure

WILLIAM J. HALL 1996 TRUST

By: 
Name: John Dora
Title: Trustee

KELLY J. HALL 1996 TRUST

By: 
Name: John Dora
Title: Trustee

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BUYER:

GWS TOOL, LLC

By:  _____

Name: Richard McIntyre

Title: President

By: _____

Name: Richard Harris

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BUYER:

GWS TOOL, LLC

By: _____

Name: Richard McIntyre

Title: President


By:  _____

Name: Richard Harris

Title: Authorized Signatory

SCHEDULE B

SCHEDULED TRADEMARKS

Mark	U.S. Reg. No. / App. Ser. No.	Owner
	RN: 806915 SN: 72185351	Balax, Inc.
THREDFLOER	RN: 1664712 SN: 74089002	Balax, Inc.