

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.M. SALES ASSOCIATES, INC.		03/01/2023	Corporation:
RECEIVING PARTY DATA			
Name:	XERXES CORPORATION		
Street Address:	5875 N. SAM HOUSTON PARKWAY N.		
Internal Address:	SUITE 200		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77086		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3484003	POWER OVER WATER	
Registration Number:	4979289	GOING GREEN	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	2484337200		
Email:	MMcGinnis@dickinson-wright.com		
Correspondent Name:	DICKINSON WRIGHT PLLC		
Address Line 1:	2600 W. BIG BEAVER RD.		
Address Line 2:	SUITE 300		
Address Line 4:	TROY, MICHIGAN 48084-3312		
ATTORNEY DOCKET NUMBER:	104004-00048		
NAME OF SUBMITTER:	william j. hurles		
SIGNATURE:	/William J. Hurles/		
DATE SIGNED:	03/22/2023		
Total Attachments: 9			
source=Intellectual Property Assignment#page1.tif			

OP \$65.00 3484003

source=Intellectual Property Assignment#page2.tif
source=Intellectual Property Assignment#page3.tif
source=Intellectual Property Assignment#page4.tif
source=Intellectual Property Assignment#page5.tif
source=Intellectual Property Assignment#page6.tif
source=Intellectual Property Assignment#page7.tif
source=Intellectual Property Assignment#page8.tif
source=Intellectual Property Assignment#page9.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into as of March 1, 2023 (the “Effective Date”) by and between J.M. Sales Associates, Inc. (d/b/a Triton Stormwater Solutions), a Michigan corporation (“Assignor”), and Xerxes Corporation, a Delaware corporation (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated March 1, 2023 (the “Purchase Agreement”); and

WHEREAS, in connection with the Purchase Agreement, the parties to the Purchase Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the Intellectual Property Assets, as defined in the Purchase Agreement and set forth on Exhibit A attached hereto; and

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Intellectual Property Assets, and Assignor wishes to assign such right, title and interest in and to such Intellectual Property Assets to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound hereby, the parties agree as follows:

1. Transfer of Intellectual Property Assets. Assignor does hereby grant, bargain, sell, transfer, convey, assign, alienate, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor’s right, title and interest in and to the Intellectual Property Assets, together with any goodwill symbolized thereby and together with all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Intellectual Property Assets, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Intellectual Property Assets provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, and including any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property Assets.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee’s expense, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Intellectual Property Assets in Assignee, its successors and assigns.

3. Entire Agreement. This Assignment and the Purchase Agreement reflect the entire understanding of the parties hereto relating to the sale, assignment, transfer, conveyance and delivery of the Intellectual Property Assets from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the parties hereto regarding the subject matter of this Assignment and the Purchase Agreement.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law and Venue. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without regard to the principles of conflicts of law. Each party to this Agreement hereby submits to the exclusive jurisdiction of the federal and state courts located in Texas with respect to any dispute arising hereunder or the transactions contemplated hereby.

6. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

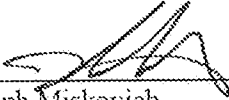
7. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Intellectual Property Assets. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

8. Patent. With specific regards to the patents and pending patent applications listed on Exhibit A (the "Patents and Patent Applications"), Assignor hereby agrees to sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to the inventions associated with the Patents and Patent Applications, including the right to priority and including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all parts of the United States and foreign countries which may be issued for the invention.

[Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR: J. M. Sales Associates, Inc.

By: 
Name: Joseph Miskovich
Title: President

ASSIGNEE: Xerxes Corporation

By: _____
Name: Thomas Tietjen
Title: President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR: **J. M. Sales Associates, Inc.**

By: _____
Name: Joseph Miskovich
Title: President

ASSIGNEE: **Xerxes Corporation**

By: _____
Name: Thomas Tietjen
Title: President

DocuSigned by:
Tom Tietjen
71E05BDECFF81A7...

Exhibit A

Intellectual Property Assets

See attached.

CONFIDENTIAL - Triton (TRTN) Pending Patent Applications
Last Revised 2/23/2023

Country	Status	Filed	Title	Application Number	Status	Next Action Due
Malaysia	Pending	4/11/2022 (accorded filing date is 5/24/2017)	Modular Storm Water Retention System	PI 2022001893	Filed and pending. Awaiting examination.	

CONFIDENTIAL - Triton (TRTN) Granted Patents Chart
Last Revised 2/23/2023

Country	Status	Title	Application Number	Patent Number	Patent Issue Date	Next Maint. / Annuity Due
Australia	Granted	Modular Storm Water Retention System	201275411	2017275411	1/27/2022	5/24/2023
Australia	Granted	Construction Conduit Unit	14596/2014	358,362	10/21/2014	No further renewals. Protection expires 9/11/2024.
Australia	Granted	Modular Stormwater Retention Device	201616649	201616649	12/21/2016	Expires 11/28/2026.
Australia	Granted	Modular Fluid Retention and Management Tray	201810234	201810234	3/29/2018	1/16/2024
Australia	Granted	Modular Fluid Retention and Management Tray	201811862	201811862	3/29/2018	1/16/2024
Canada	Granted	Modular Stormwater Retention System	3064722	3064722	7/7/2020	5/24/2023
Canada	Granted	Construction Conduit Unit	158678	158678	5/28/2015	No further renewals. Protection expires 5/28/2025.
Canada	Granted	Modular Stormwater Retention Device	171693	171693	9/6/2017	No further renewals. Protection expires 9/6/2027.
Canada	Granted	Modular Fluid Retention and Management Tray	179561	179561	9/18/2019	9/18/2024
Canada	Granted	Modular Fluid Retention and Management Tray	185980	185980	9/18/2019	9/18/2024
China	Granted	Modular Storm Water Retention System	201780045568.70	ZL 201780045568.7	8/17/2021	5/24/2023
Europe	Granted	Building Materials	2534859	002534859--001	9/10/2014	9/10/2024
Europe	Granted	Modular Stormwater Retention Device	003464304	003464304	12/1/2017	11/15/2026
Europe	Granted	Modular Fluid Retention and Management Tray	04666774-0001,0002,0003	04666774-0001,0002,0003	8/22/2018	1/16/2024
France	Granted	Modular Storm Water Retention System	17728965.9	3,464,740	9/29/2021	5/24/2023
Germany	Granted	Modular Storm Water Retention System	17728965.9	3,464,740	9/29/2021	5/24/2023
Ireland	Granted	Modular Storm Water Retention System	17728965.9	3,464,740	9/29/2021	5/24/2023
Malaysia	Granted	Modular Fluid Retention and Management Tray	MY 18-00066-0103	MY 18-00066-0103	8/9/2017	8/9/2027
Malaysia	Granted	Modular Fluid Retention and Management Tray	MY 18-00067-0203	MY 18-00067-0203	8/9/2017	8/9/2027
Malaysia	Granted	Modular Fluid Retention and Management Tray	MY 18-00068-0303	MY 18-00068-0303	8/9/2017	8/9/2027
Malaysia	Granted	Modular Storm Water Retention System	PI 2018002317	MY-193906-A	10/31/2022	10/30/2023

New Zealand	Granted	Modular Storm Water Retention System	749420	749420	5/24/2017	5/24/2023
New Zealand	Granted	Construction Conduit Unit	419299	419299	7/9/2015	3/12/2024
New Zealand	Granted	Modular Stormwater Retention Device	422375	422375	9/15/2017	6/3/2026
New Zealand	Granted	Modular Fluid Retention and Management Tray	423922	423922	4/17/2019	8/9/2027
New Zealand	Granted	Modular Fluid Retention and Management Tray	425273	425273	2/13/2020	8/9/2027
United Kingdom	Granted	Modular Storm Water Retention System	1772895.9	3,464,740	9/29/2021	5/24/2023
United Kingdom	Granted	Building Materials	2534859	90025348590001	9/10/2014	9/10/2024
United Kingdom	Granted	Modular Stormwater Retention Device	003464304	90034643040001	12/1/2017	11/15/2026
United Kingdom	Granted	Modular Fluid Retention and Management Tray	046674-0001,0002,0003	900466740001,0002,0003	8/22/2018	1/16/2024
US	Granted	Water Transfer Device for Underground Water Collection and Storage Chambers	13/135,581	9,708,807	7/18/2017	1/18/2025
US	Granted	Smooth Interior Water Collection and Storage Assembly	11/744,016	7,887,256	2/15/2011	Last maintenance fee paid in June 2022.
US	Granted	Construction Conduit Unit	14/643,118	9,371,938	6/21/2016	12/21/2023
US	Granted	Modular Stormwater Retention System	15/172,691	9,739,046	8/22/2017	2/22/2025
US	Granted	Modular Stormwater Retention System	15/663,990	10,597,861	3/24/2020	9/24/2023
US	Granted	Construction Conduit Unit	29/484,710	D728,825	5/5/2015	n/a
US	Granted	Modular Stormwater Retention Device	29/577,070	D797,235	9/12/2017	n/a
US	Granted	Modular Fluid Retention and Management Tray	29/613,346	D840,498	2/12/2019	none
US	Granted	Modular Fluid Retention and Management Tray	29/674,055	D868,934	12/3/2019	none
US	Granted	Modular Fluid Retention and Management Tray	29/674,057	D868,935	12/3/2019	none

CONFIDENTIAL - Triton (TRTN) Trademark Applications and Registrations
Last Revised 2/23/2023

Registered Marks

Country	Filed	Title/Trademark	Application No.	Registration No.	Registration Date	Status	Next Action Due
Australia	12/13/2012	TRITON	1531238	1531238	12/13/2012	Registered	Renewal due: 12/13/2032
New Zealand	9/14/2015	GOING GREEN	A0053101	1,273,641	9/14/2015	Registered	Renewal due: 9/14/2025
US	12/6/2007	POWER OVER WATER	77/345,470	3,484,003	8/12/2008	Registered	Renewal due 8/12/2028
US	3/16/2015	GOING GREEN	86/564,926	4,979,289	6/14/2016	Registered	Renewal due 6/14/2026

Unregistered Marks

Country	Filed	Title/Trademark	Application No.	Registration No.	Registration Date	Status	Next Action Due
		TRITON					
		VAULT					