

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796910

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900743420		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OreControl Blasting Consultants, LLC		05/14/2021	Limited Liability Company: WYOMING
OrePro Holdings LLC		05/14/2021	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	Orica USA Inc.		
Street Address:	33101 East Quincy Avenue		
City:	Watkins		
State/Country:	COLORADO		
Postal Code:	80137		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6011521	OREPRO	
Registration Number:	6275468	SMARTVECTORS	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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:	8169838000		
Email:	PTO-KC@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	502114.34		
NAME OF SUBMITTER:	Olivia Miller		
SIGNATURE:	/Olivia Miller/		
DATE SIGNED:	03/23/2023		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment") is made effective as of May 14, 2021 (the "Effective Date") by and among OreControl Blasting Consultants, LLC, a Wyoming limited liability company ("OBC"), OrePro Holdings LLC, a Wyoming limited liability company ("OPH," together with OBC, "Assignors"), and Orica USA Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignors are the owners of the right, title, and interest in, to, and under (i) the trademarks and service marks, including, without limitation, the registered and unregistered trademarks listed in the attached Exhibit A, along with the goodwill associated therewith (the "Trademarks"), (ii) the proprietary contact information, including, without limitation, the domain names listed in the attached Exhibit B (the "Domain Names") and the social media accounts listed in the attached Exhibit C (the "Social Media Accounts"), along with the goodwill associated therewith (collectively, the "Proprietary Contact Information"), (iii) all copyrights of the Assignors, including, without limitation, all copyrights listed in the attached Exhibit D (the "Copyrights"), (iv) the patents and patent applications listed in the attached Exhibit E, along with any future-filed patent applications or issued patents, including any continuation, continuation-in-part, divisional, international application, or foreign application, claiming the benefit or the priority thereto and any renewals thereof (the "Patents"), (v) all trade secrets, know-how, and other proprietary rights relating to Assignors' business, including, without limitation, any business processes and customer lists (the "Trade Secrets"), (vi) the proprietary computer applications for three-dimensional blast modeling, commonly referred to as "OrePro 3D," and other proprietary computer applications, commonly referred to as "OrePro Hub" and "OrePro Recon," including, without limitation, all software programs, computer programs, applications, code, scripts, routines, screens, user interfaces, report formats, algorithms, software implementations of algorithms, models, and methodologies associated therewith, whether in source code, object code, or other form, and all related data, databases, and compilations of data, including libraries and collections of data, whether machine readable or otherwise (collectively, the "Technology"), (vii) any and all additional intellectual property and other rights, privileges, and protections of any kind whatsoever of Assignors accruing under any of the foregoing provided at law or in equity throughout the world ("Additional Rights," together with the Trademarks, Proprietary Contact Information, Copyrights, Patents, Trade Secrets, and the Technology, the "Intellectual Property"); and

WHEREAS, Assignors, Assignee, Timothy W. Hunt, David La Rosa, and Jeffrey Seaman are parties to that certain Asset Purchase Agreement dated as of April 28, 2021, pursuant to which, among other things, Assignee has agreed to purchase from Assignors, and Assignors have agreed to sell, assign, transfer, convey, and deliver to Assignee, all of Assignors' right, title, and interest in, to, and under the Intellectual Property.

NOW, THEREFORE, for and in consideration of the premises, and of the agreements and covenants hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment.

- (i) Trademark Assignment. Assignors hereby sell, assign, transfer, convey, and deliver to Assignee the whole entire right, title, and interest in, to, and under the Trademarks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

(ii) Proprietary Contact Information Assignment.

(a) *Grant.* Assignors hereby sell, assign, transfer, convey, and deliver to Assignee the whole entire right, title, and interest in, to, and under the Proprietary Contact Information, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions.

(b) *Covenants.*

(1) Assignors covenant, agree, and undertake to take all steps requested by Assignee that are reasonably necessary to effect such assignment of the Proprietary Contact Information.

(2) Assignors covenant, agree, and undertake to transfer in accordance with the domain name transfer procedures of the applicable registrar for the Domain Names, including executing applicable domain name registrar transfer agreements or documents, assignments, lawful oaths, and any other papers that Assignee may deem necessary or desirable, all without further compensation to Assignors. If, due to applicable registrar rules or regulations, a domain name registration cannot be assigned, the parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, Assignors shall maintain such domain name registration in full force and effect, and operate such domain at Assignee's direction, including pointing the domain to another site selected by Assignee.

(3) Assignors covenant, agree, and undertake to take all steps requested by Assignee that are reasonably necessary to effect the transfer of the Social Media Accounts, including executing applicable transfer agreements or documents, assignments, lawful oaths, and any other papers that Assignee may deem necessary or desirable, all without further compensation to Assignors. If, due to applicable rules or regulations, a Social Media Account cannot be assigned, the parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, Assignors shall maintain such Social Media Account in full force and effect, and operate such Social Media Account at Assignee's direction.

(iii) Copyright Assignment. Assignors hereby sell, assign, transfer, convey, and deliver to Assignee the whole entire right, title, and interest in, to, and under the Copyrights, including all so-called moral rights, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. To the extent moral rights may not be assigned, Assignors hereby waive any and all moral rights Assignors may have in the Copyrights, under 17 U.S.C. §106A or otherwise, for any and all uses of the Copyrights.

(iv) Patent Assignment. Assignors hereby sell, assign, transfer, convey, and deliver to Assignee the whole entire right, title, and interest in, to, and under the Patents, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Patents to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

FINAL

- (v) Trade Secret Assignment. Assignors hereby sell, assign, transfer, convey, and deliver to Assignee the whole entire right, title, and interest in, to, and under the Trade Secrets, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions.
 - (vi) Technology Assignment. Assignors hereby sell, assign, transfer, convey, and deliver to Assignee the whole entire right, title, and interest in, to, and under the Technology, including all so-called moral rights, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. To the extent moral rights may not be assigned, Assignors hereby waive any and all moral rights Assignors may have in the Technology, under 17 U.S.C. §106A or otherwise, for any and all uses of the Technology.
 - (vii) Additional Rights Assignment. Assignors hereby sell, assign, transfer, convey, and deliver to Assignee any and all of their right, title, and interest in, to, and under the Additional Rights, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions.
2. Further Assurances. Assignors covenant, agree, and undertake to execute, wherever reasonably requested by the Assignee, all assignments, lawful oaths, and any other papers that Assignee may deem reasonably necessary for securing to Assignee or for maintaining for Assignee any and all of the Intellectual Property, all without further compensation to the Assignors.
 3. Provision of Requested Information. Assignors agree that they are hereby legally bound, upon reasonable request, to supply all information and evidence of which the Assignors have knowledge or within their possession relating to the Intellectual Property (and the business identified by the Intellectual Property), and to testify in any legal proceeding relating thereto.
 4. Attorney-In-Fact. Assignors hereby constitute and appoint Assignee as Assignors' true and lawful attorney-in-fact, with full power of substitution in Assignors' names and their stead, but for Assignee's benefit, to take any and all commercially reasonable steps, including proceedings at law, in equity, or otherwise to execute, acknowledge, and deliver any and all instruments and assurances reasonably necessary in order to vest the aforesaid Intellectual Property, and causes of action, more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Intellectual Property that may have accrued in Assignors' favor up to the Effective Date. Assignors hereby declare that the foregoing power is coupled with an interest and is irrevocable.
 5. Counterparts. This IP Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This IP Assignment may not be amended except by an instrument in writing signed by all of the parties hereto.
 6. Governing Law. This IP Assignment shall be construed in accordance with Colorado law without giving effect to the choice or conflicts of law provisions thereof. The parties agree that any legal proceedings that arise under this IP Assignment shall be brought in the courts in the state of Colorado.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this IP Assignment by their authorized representatives as of the date first set forth above.

ASSIGNORS:

OreControl Blasting Consultants, LLC

By: 

Name: Timothy W. Hunt

Title: Manager

OrePro Holdings LLC

By: 

Name: Timothy W. Hunt

Title: Manager

ASSIGNEE:

Orica USA Inc.

By: _____

Name: James Bonnor

Title: Group Executive and President – North America

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this IP Assignment by their authorized representatives as of the date first set forth above.

ASSIGNORS:

OreControl Blasting Consultants, LLC

By: _____

Name: Timothy W. Hunt

Title: Manager

OrePro Holdings LLC

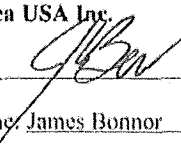
By: _____

Name: Timothy W. Hunt

Title: Manager

ASSIGNEE:

Orica USA Inc.

By:  _____

Name: James Bonnor

Title: Group Executive and President - North America

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

Exhibit A

Trademarks

Registered Trademarks

Jurisdiction	Serial No./ Registration No.	Trademark	Status	Full Goods/Services	Owner	Comments
U.S.	88/360,537 6,011,521	OREPRO	Registered (Mar. 17, 2020)	(Class 9) Downloadable computer software for creating, viewing, and managing three- dimensional views of mines for the purposes of resource location and control.	Orepro Holdings LLC	
U.S.	88/820,032 6,275,468	SMARTVECTORS and Design SmartVectors	Notice of Publication (Nov. 18, 2020)	(Class 9) Computer hardware for computer- generated images; downloadable computer software for imaging, visualization, simulation and mapping of geospatial data in the field of mining exploration.	Orepro Holdings LLC	

