

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800389

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900756403		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allsalt Maritime Corporation		12/31/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	USSC Acquisition Corp.		
Street Address:	150 Gordon Drive		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90467379	ALLSALT MARITIME	
Serial Number:	90467341	ALLSALT MARITIME	
Serial Number:	90467415	A	
CORRESPONDENCE DATA			
Fax Number:	2028428465		
<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:	202-842-8800		
Email:	dctrademarks@faegredrinker.com		
Correspondent Name:	Tore T. DeBella		
Address Line 1:	1500 K Street, NW, Suite 1100		
Address Line 2:	Faegre Drinker Biddle & Reath LLP		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	217029.557312		
NAME OF SUBMITTER:	Joelle Zajk		
SIGNATURE:	/joellezajk/		
DATE SIGNED:	04/04/2023		
Total Attachments: 7			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

December 31, 2022

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), is made by and among Allsalt Maritime Corporation, a British Columbia corporation (“**Allsalt Canada**”), Allsalt Maritime Europe Limited, a corporation formed under the laws of England and Wales (“**Allsalt Europe**”, together with Allsalt Canada the “**Assignor**”), and USSC Acquisition Corp., a Delaware corporation (“**Assignee**” and together with Assignor, the “**Parties**”).

BACKGROUND

This IP Assignment is delivered pursuant to Section 5.2(a)(iii) of that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, and certain other parties thereto (the “**Asset Purchase Agreement**”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement

Pursuant to the Asset Purchase Agreement, Assignor agreed to sell, convey, transfer and irrevocably assign and deliver to Assignee its entire right, title and interest in and to all of the intellectual property owned by Assignor, as well as the rights of Assignor in any intellectual property licensed by Assignor, specifically including the intellectual property set forth on Schedule A attached hereto (collectively, the “**Acquired Intellectual Property**”), and Assignee agreed to acquire and accept the Acquired Intellectual Property.

TERMS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

COPYRIGHTS

1. Assignor hereby sells, conveys, transfers and irrevocably assigns and delivers to Assignee, free and clear of all Encumbrances (except for Permitted Encumbrances), all of Assignor’s right, title and interest in and to the copyrights included in the Acquired Intellectual Property, and further including any and all (a) renewal rights in respect of such copyrights, (b) rights to obtain registrations of such copyrights in the United States and throughout the world, and (c) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name and Assignee hereby acquires and accepts the same.

TRADEMARKS

2. Assignor hereby sells, conveys, transfers and irrevocably assigns and delivers to Assignee, free and clear of all Encumbrances (except for Permitted Encumbrances), all of Assignor’s right, title and interest in and to the trademarks included in the Acquired Intellectual

Property, as they relate to Assignor's business, together with the goodwill that is symbolized by such trademarks, and further including any and all (a) renewal rights in respect of such trademarks, (b) rights to obtain registrations of such trademarks throughout the world, and (c) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name and Assignee hereby acquires and accepts the same.

PATENTS

3. Assignor sells, conveys, transfers and irrevocably assigns and delivers to Assignee, free and clear of all Encumbrances (except for Permitted Encumbrances), all of Assignor's right, title and interest in and to the patents and patent applications (including any provisional patent applications) included in the Acquired Intellectual Property, and further including any and all (a) rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, (b) rights to obtain patent or equivalent protection therein throughout the world, and (c) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name and Assignee hereby acquires and accepts the same.

TRADE SECRETS

4. Assignor hereby sells, conveys, transfers and irrevocably assigns and delivers to Assignee, free and clear of all Encumbrances (except for Permitted Encumbrances), all of Assignor's right, title and interest in and to the trade secrets of Assignor included in the Acquired Intellectual Property, specifically including any and all (a) rights to sue and recover any and all damages and profits or seek injunctive relief, and (b) rights to obtain any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name and Assignee hereby acquires and accepts the same.

POWER OF ATTORNEY

5. Assignor hereby irrevocably constitutes and appoints Assignee as Assignor's true and lawful attorney, with full power of substitution, in Assignor's name and stead, but on behalf and for the benefit of Assignee, to demand and receive any and all of the Acquired Intellectual Property, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to prosecute in its name, or otherwise, which Assignee may deem proper for the collection or reduction to possession of any of the Acquired Intellectual Property or for the collection or enforcement of any claim or right of any kind hereby assigned, granted, transferred, or set over.

FURTHER UNDERTAKINGS

6. Assignor, for itself and its successors and assigns, agrees, without further consideration, from time to time after the Closing Date, to (i) execute and deliver further instruments of transfer, assumption and assignment and take such other actions as the Assignee may reasonably require to transfer, assign to and vest in Assignee the Acquired Assets; (ii) cooperate with and provide assistance to Assignee in transferring possession of the Acquired Assets to Assignee; and (iii) do, execute, acknowledge and deliver or cause to be done, executed,

acknowledged and delivered all and every further act, deed, conveyance, transfer and assurance necessary to assure their compliance with the terms, provisions, purposes and intents of this IP Assignment and the effectiveness of the rights, benefits and remedies provided for hereby.

GENERAL

7. Entire Agreement. This IP Assignment, the Asset Purchase Agreement and the documents or agreements to be delivered pursuant to Section 5.2 of the Asset Purchase Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements, representations, undertakings and understandings, both written and oral, between the Parties with respect to the subject matter hereof. All representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall continue in full force and effect as provided in the Asset Purchase Agreement. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the rights or obligations of the Parties under, or the terms of, the Asset Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Asset Purchase Agreement, including the representations and warranties and other provisions contained therein. In the event that any provision of this IP Assignment is construed to conflict with a provision in the Asset Purchase Agreement, the Parties agree that the provision in the Asset Purchase Agreement shall be controlling.

8. Recordation. Assignor does hereby authorize the [title] of the Canadian Intellectual Property Office and the Director of the United States Patent & Trademark Office, as applicable, and the empowered officials of all other governments whose duty it is to record patents, patent applications, trademarks, copyrights, and title thereto, to record the Acquired Intellectual Property and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this IP Assignment.

9. Assignment. This IP Assignment may be assigned by Assignee in accordance with the Asset Purchase Agreement, including Section 1.5 and Section 8.9 thereof.

10. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

11. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the Parties.

12. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the law of the State of Delaware applicable to contracts executed in and to be performed in that State without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

13. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

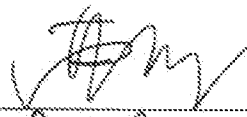
14. Counterparts; Execution by Electronic Means. This IP Assignment may be executed in two (2) counterparts, each of which shall constitute an original, but both of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

[Signature pages follow]

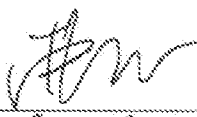
IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be duly executed on the date first above written.

ASSIGNOR:

ALLSALT MARITIME CORPORATION

By: 
Name: Ray Cao
Title: President & CEO

ALLSALT MARITIME EUROPE LIMITED

By: 
Name: Ray Cao
Title: President

[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be duly executed on the date first above written.

ASSIGNEE:

USSC ACQUISITION CORP.

By: Joseph Mirabile
Name: Joe Mirabile
Title: President and Chief Executive Officer

[Signature page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 008025 FRAME: 0724

SCHEDULE A

Copyrights

None.

Trademarks

1. Allsalt word mark
2. Allsalt logo mark
3. "A" bug mark

Patents

- | | | |
|---|----------------------------|---------------|
| 1. Patent for "Suspension Pedestal" | US Patent 10,632,876
B2 | 28-Apr-
20 |
| 2. Patent for "Systems and Methods for Logging Isolator Performance Data" | US Patent 11,235,843
B2 | 1-Feb-22 |
| 3. Patent for "Locking Positioning Pin" | US Patent 11,166,561
B2 | 9-Nov-
21 |

[Schedule A to Intellectual Property Assignment Agreement]