

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GCP Applied Technologies, Inc		01/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRAXX Corporation		
Street Address:	1201 E. Lexington Avenue		
City:	Pomona		
State/Country:	CALIFORNIA		
Postal Code:	91766		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5498842	KOVARA	
Registration Number:	3201238	ACTION KNIFE	
Registration Number:	3335036	ORCON	
Registration Number:	5475661	O ORCON	
CORRESPONDENCE DATA			
Fax Number:	9499551877		
<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:	949-955-1077		
Email:	npatel@thePatelLawFirm.com		
Correspondent Name:	Natu J. Patel		
Address Line 1:	22952 Mill Creek Drive		
Address Line 2:	The Patel Law Firm, PC		
Address Line 4:	Laguna Hills, CALIFORNIA 92653		
NAME OF SUBMITTER:	Natu J. Patel		
SIGNATURE:	/natujpatel/		
DATE SIGNED:	04/29/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as of January 31, 2023, is made by GCP Applied Technologies, Inc., a Delaware corporation ("**Seller**"), and Traxx Corporation, a Nevada corporation ("**Buyer**").

Buyer and Seller are parties to that certain Asset Purchase Agreement of even date herewith ("**Asset Purchase Agreement**"), under which Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

Now therefore, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Severability. Each provision of this IP Assignment is to be interpreted in a manner that will cause it to be effective and valid under applicable law. If any provision of this IP Assignment is determined by a court or other authority of competent jurisdiction to be invalid or unenforceable, that provision is to be ineffective only to the extent of the invalidity or unenforceability, without invalidating the remainder of that provision or the remaining provisions of this IP Assignment, or, if necessary, that provision is to be severed from this IP Assignment and the remainder of this IP Assignment is to remain in full force and effect.

7. Terms of the Asset Purchase Agreement. This IP Assignment is made in accordance with and subject to the Asset Purchase Agreement, the terms of which are incorporated herein by reference. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this IP Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

[SIGNATURE PAGE FOLLOWS]

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

GCP APPLIED TECHNOLOGIES, INC.

Mark Rayfield

By: _____

Name: Mark Rayfield

Title: President

TRAXX CORPORATION

By: _____

Name:

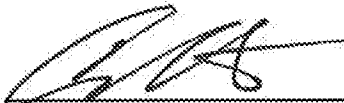
Title:

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

GCP APPLIED TECHNOLOGIES, INC.

By: _____
Name:
Title:

TRAXX CORPORATION

By: 
Name: CRAIG SILVERS
Title: CEO / PRESIDENT

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS


[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS



<u>Country</u>	<u>Trademark</u>	<u>Owner</u>	<u>Status</u>	<u>Reg. No.</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
United States	KOVARA	GCP Applied Technologies Inc.	Registered	5498842
United States	ACTION KNIFE	GCP Applied Technologies Inc.	Registered	3201238
United States	ORCON	GCP Applied Technologies Inc.	Registered	3335036
United States		GCP Applied Technologies Inc.	Registered	5475661
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Unregistered Trademarks

HALEX

HALEX CORPORATION