

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xcentric Mold & Engineering, LLC		09/20/2022	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	QuickParts Acquisition, Inc.		
Street Address:	620 S. INDUSTRIAL WAY		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98108		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5025310		
Registration Number:	4962907	XCENTRIC MOLD & ENGINEERING	
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>			
Phone:	4153983141		
Email:	iplaw@evoke.law		
Correspondent Name:	Nicole A. Katsin		
Address Line 1:	201 Spear Street, Suite 1100, #16		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Nicole A. Katsin		
SIGNATURE:	/Nicole A. Katsin/		
DATE SIGNED:	05/31/2023		
Total Attachments: 9			
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ASSET PURCHASE AGREEMENT

by and between

XCENTRIC MOLD & ENGINEERING, LLC

and

QUICKPARTS ACQUISITION, INC.

Dated as of September 20, 2022

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “*Agreement*”), dated as of September 20, 2022, is by and between Xcentric Mold & Engineering, LLC, a Michigan limited liability company (“*Seller*”), and QuickParts Acquisition, Inc. (“*Buyer*”).

RECITALS

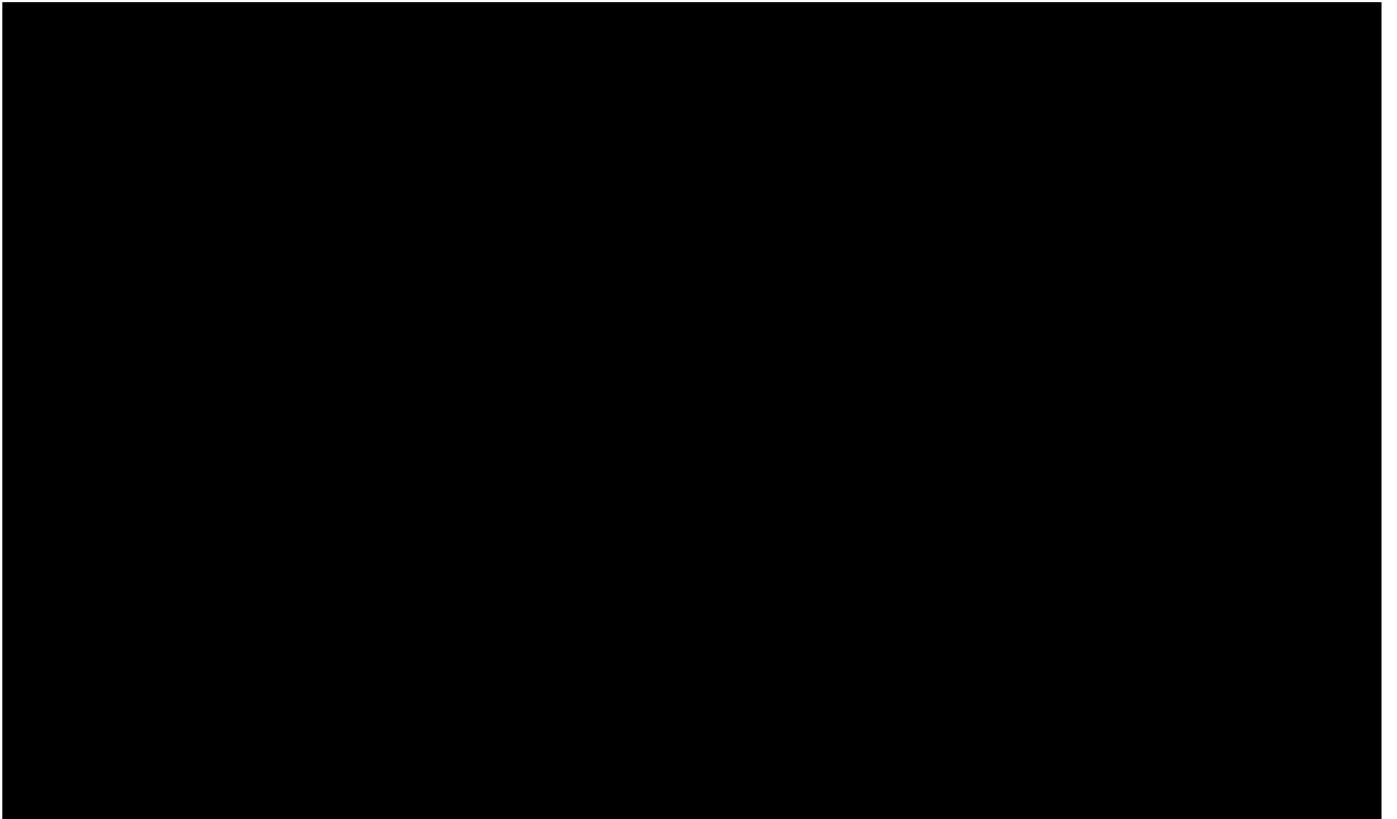
A. Seller is engaged in the business of providing quick turnaround time, low volume manufacturing and injection molding of tools and parts, and CNC parts services (the “*Business*”).

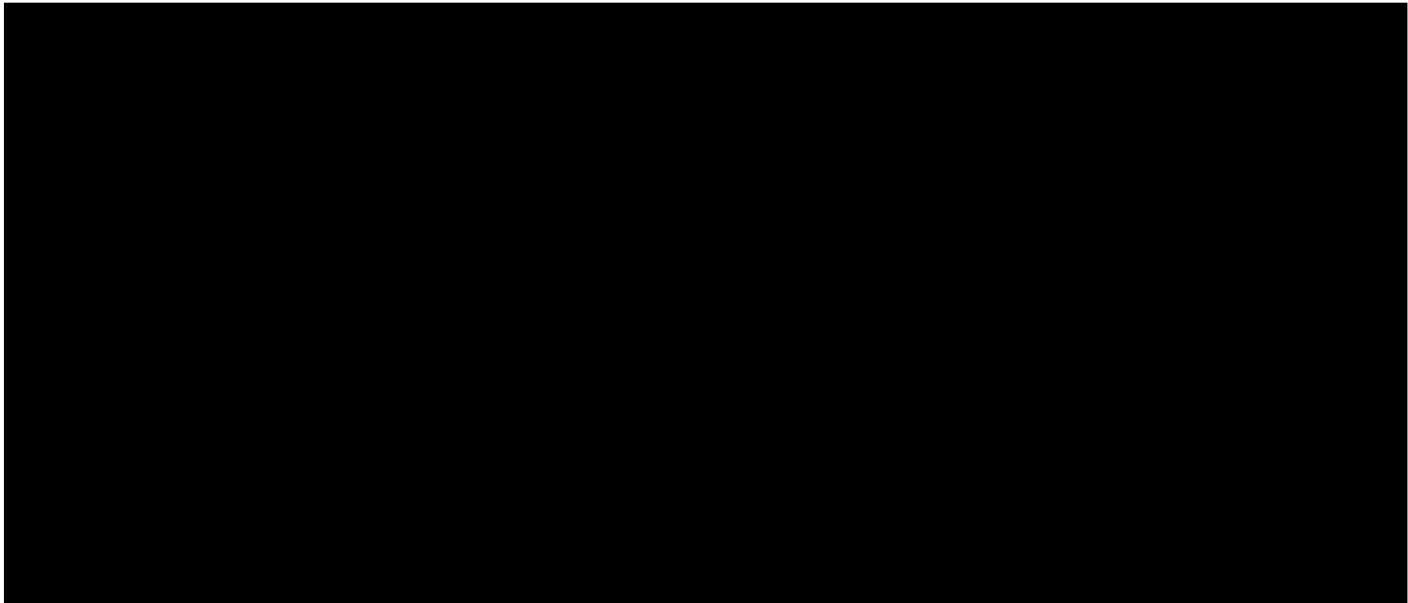
B. Seller desires to sell substantially all of the assets, properties, rights and interests of Seller used in the Business to Buyer, and Buyer desires to purchase and acquire such assets, properties, rights and interests for the consideration and the assumption by Buyer of certain liabilities set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and subject to the terms and conditions set forth herein, Seller and Buyer hereby agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement:





“Trademarks” means United States, state and foreign trademarks, service marks, logos, trade dress, Internet domain names, brand names, slogans, and trade names (including all assumed or fictitious names under which any Person is conducting business or has within the previous five years conducted business), whether registered or unregistered, and registrations and pending applications to register the foregoing and equivalents, renewals and counterparts for any of the foregoing, and the goodwill associated with each of the foregoing.



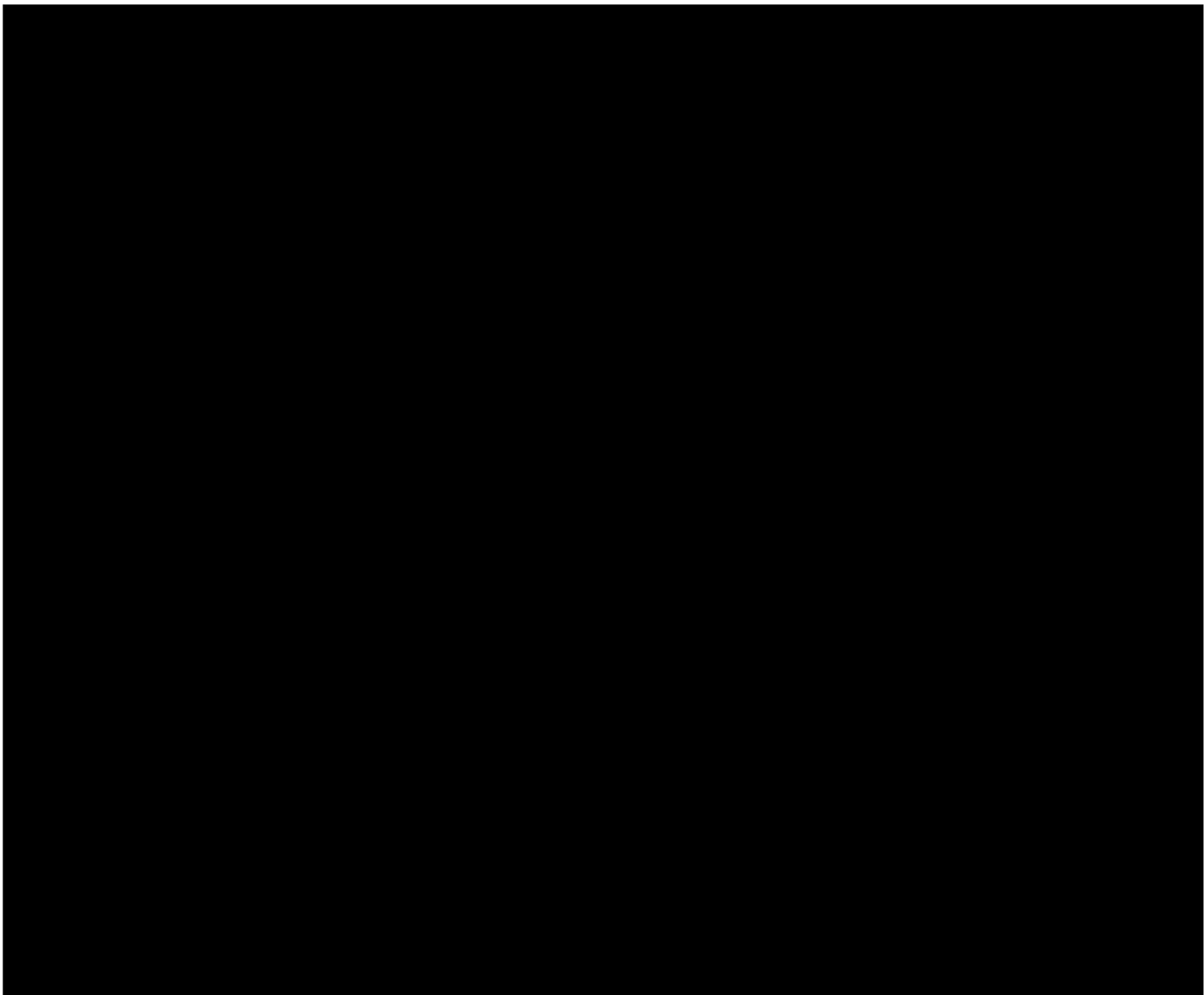
ARTICLE II
PURCHASE AND SALE OF ASSETS

2.1 **Sale and Transfer of Assets.** Subject to **Section 2.2** and **Section 2.3**, at the Closing, Buyer shall purchase and acquire from Seller, and Seller shall sell, transfer, convey,

assign and deliver to Buyer free and clear of all Liens (other than Permitted Liens), all of Seller's right, title and interest in, under and to all of the assets, properties, rights, interests, Purchased Contracts and goodwill of every kind and nature whatsoever, whether tangible or intangible, owned, leased or licensed by Seller and used in, relating to, associated with, or held for use in or associated with the Business, including the following assets, properties and rights owned by Seller (collectively, the "*Acquired Assets*"):

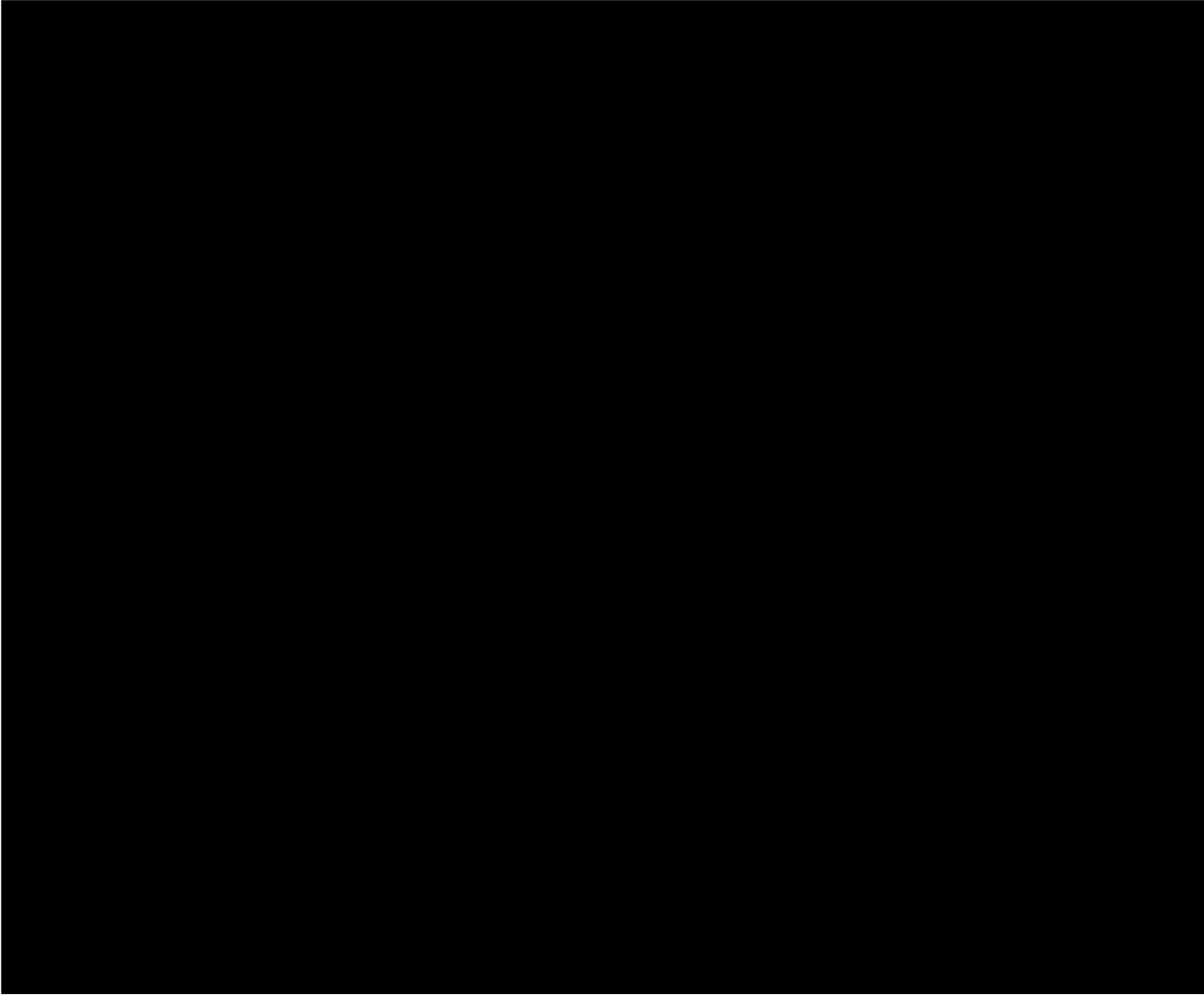
(a) All raw materials, work-in-progress inventory, finished goods and bill of material expense items, in each case, used or held for use in the Business;

(b) All Intellectual Property used or held for use in the Business, including the Intellectual Property set forth on Schedule 2.1(b) or Schedule 6.11(a), in each case together with all rights to sue and collect for past infringement, misappropriation or other violations (collectively, the "*Acquired Intellectual Property*"), together with all tangible embodiments (including electronic copies) of the foregoing;

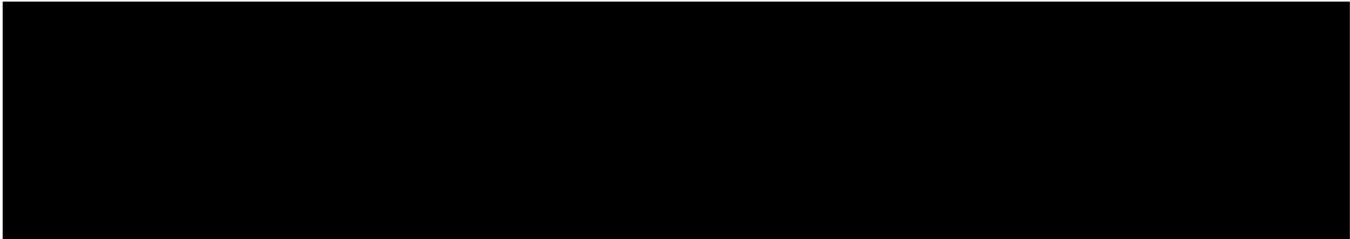


6.11 **Intellectual Property**.

(a) **Schedule 6.11(a)** contains a list and description of all registered and applied for Copyrights, Patent Rights, Trademarks (including internet domain names) used in the conduct of the Business. Seller is, and immediately following the Closing Buyer will be, the sole and exclusive owner of all rights, title, and interest in and to the Acquired Intellectual Property, free and clear of all Liens (other than Permitted Liens), and Seller has valid and enforceable licenses or other right to use all other Intellectual Property used in, held for use in or necessary for the operation of the Business as presently conducted and as proposed to be conducted. Each item of Acquired Intellectual Property is subsisting, valid and, to the Seller's Knowledge, enforceable. No Person has contested the validity, enforceability, registrability of, or Seller's use or ownership of, any of Acquired Intellectual Property and, to Seller's Knowledge, there are no valid grounds for the same.

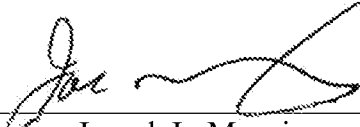


(e) All of Acquired Intellectual Property set forth on **Schedule 2.1(b)** was authored, developed, created or otherwise created by either (i) U.S. employees of Seller within the scope of their employment or (ii) pursuant to a Development Contract. Without limiting the foregoing, Seller has a valid written assignment from each Person that has authored, developed or otherwise created any Intellectual Property for or on behalf of Seller is used in, held for use in, or otherwise related to the Business, and no such assignment contains any exceptions pursuant to which retains any interest in or right to use any such Intellectual Property. To Seller's Knowledge, no Person is in breach of such agreements.



IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed as of the day and year first above written.

XCENTRIC MOLD & ENGINEERING, LLC

By: 
Name: Joseph L. Manning
Title: Vice President and Secretary

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed as of the day and year first above written.

XCENTRIC MOLD & ENGINEERING, LLC

By: _____
Name:
Title:


QUICKPARTS ACQUISITION, INC.

By:  _____
Name: Ziad Abou
Title: Chief Executive Officer

Schedule 2.1(b)

Acquired Intellectual Property

Trademarks:

Mark	Appln No.	Filed	Regn No.	Regn Date	Owner	Status
Design Only 	86715220	8/5/15	5025310	8/23/16	Xcentric Mold & Engineering, Inc.	Registered
XCENTRIC MOLD & ENGINEERING	86693841	7/15/15	4962907	5/24/16	Xcentric Mold & Engineering, Inc.	Registered

