

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816335

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rudd Company, Inc.		06/01/2023	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Gemini Industries, Inc.		
Street Address:	421 S.E. 27th Street		
City:	El Reno		
State/Country:	OKLAHOMA		
Postal Code:	73036		
Entity Type:	Corporation: OKLAHOMA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3585077	RUDD	
Registration Number:	0600651	GLITSA	
Serial Number:	97672130	GLITSA	
CORRESPONDENCE DATA			
Fax Number:	4052287480		
<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:	4055522280		
Email:	ipdocket@mcafeetaft.com		
Correspondent Name:	Chase C. Webb		
Address Line 1:	McAfee & Taft; 211 N. Robinson		
Address Line 2:	8th Floor, Two Leadership Square		
Address Line 4:	Oklahoma City, OKLAHOMA 73102		
NAME OF SUBMITTER:	Chase C. Webb		
SIGNATURE:	/Chase C. Webb/		
DATE SIGNED:	06/09/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of June 1, 2023, is made by RUDD COMPANY, INC., a Washington corporation (“**Seller**”) and GEMINI INDUSTRIES, INC., an Oklahoma corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Seller, Laurel H. Jamison, Trustee of the Laurel H. Jamison Survivor’s Trust, and Seller, dated as of May 19, 2023 (the “**Asset Purchase Agreement**”). Terms capitalized herein but not defined shall have the meanings set forth in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, 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 Intellectual Property Assets, including, but not limited to, the trademark registrations and applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (“**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks

(b) 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;

(c) 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

(d) 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 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 request, Seller shall take such reasonable steps and actions, and provide such reasonable 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. 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.

5. 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.

6. 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).

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

GEMINI INDUSTRIES, INC.

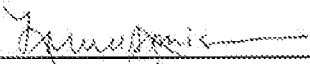
RUDD COMPANY, INC.

By: _____

Name: Chris Hicks

Title: Chief Executive Officer

Address: 421 S.E. 27th Street
El Reno, OK 73036

By:  _____

Name: Laurel H. Jamison

Title: President and CEO

Address: 1141 NW 50th Street
Seattle, WA 98107


TRADEMARK

REEL: 008096 FRAME: 0494

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GEMINI INDUSTRIES, INC.

RUDD COMPANY, INC.

By: 
Name: Chris Hicks
Title: Chief Executive Officer
Address: 421 S.E. 27th Street
El Reno, OK 73036

By: _____
Name: Laurel H. Jamison
Title: President and CEO
Address: 1141 NW 50th Street
Seattle, WA 98107

SCHEDULE 1

ASSIGNED TRADEMARKS

Title, Mark, or Design	Jurisdiction	Serial Number	Issue, Registration, or Filing Date	Current Status
RUDD	U.S.	3585077	Registered March 10, 2009	LIVE
Glitsa (design mark)	U.S.	0600651	Registered January 11, 1955	LIVE
GLITSA	Canada	265293	Registered December 24, 1996	LIVE
BACCA	Canada	265294	Registered December 24, 1981	LIVE
GLITSA	Germany	691099	Registered May 25, 1996	LIVE
GLITSA	Switzerland	3P-271174	Registered September 13, 1974	LIVE
STARBURST DESIGN	Canada	465303	Registered April 29, 2010	LIVE
GLITSA	U.S.	97672130	Filed November 10, 2022	PENDING