TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM819822

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/08/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NORFIELD LLC		01/28/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	NORFIELD INC.	
Street Address:	dress: 422 OTTERSON DR.	
City:	CHICO	
State/Country:	CALIFORNIA	
Postal Code:	95928	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1288655	NORFIELD

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2168770300

Email: jyirga@wattslaw.com **Correspondent Name:** JOHN A. YIRGA Address Line 1: 2337 W. 11th Street

Address Line 2: Suite 2

Address Line 4: CLEVELAND, OHIO 44113

NAME OF SUBMITTER:	JOHN A. YIRGA
SIGNATURE:	/JOHN A. YIRGA/
DATE SIGNED:	06/27/2023

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Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement ("<u>Agreement</u>") is entered into as of January 28, 2021, to be effective as of December 8, 2016 ("<u>Effective Date</u>"), by and between Norfield LLC, a California limited liability company ("<u>Assignor</u>"), and Norfield Inc, a California corporation ("<u>Assignee</u>").

Recitals

- A. Assignor and Assignee entered into that certain Assignment of Assets, effective as of December 8, 2016, pursuant to which the Assignee transferred to Assignor substantially all assets of Assignor. The parties desire to execute and record this document with the U.S. Patent and Trademark Office to document assignment and transfer of the Assigned IP Assets (as defined below).
- B. In consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Terms

1. Definitions. As used herein:

- (a) "Assigned IP Assets" means all Intellectual Property Rights and Work Product owned or purported to be owned by Assignor.
- "Intellectual Property Rights" means any of the following in any jurisdiction throughout the world: (a) issued patents, and patent applications (whether provisional or nonprovisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other governmental entityissued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models); (b) trademarks, service marks, brands, certification marks, logos, slogans, corporate names, trade dress, trade names, and other similar indicia of source or origin, together with all goodwill associated therewith and all registrations, applications for registration, and renewals of, any of the foregoing, including those set forth on Schedule 1; (c) copyrights, and works of authorship, whether or not copyrightable, including all training materials, operating manuals and platforms, and all registrations, applications for registration, and renewals of any of the foregoing; (d) Internet domain names, and social media account or user names (including "handles"), whether or not trademarks, all associated web addresses, URLs, websites and web pages, social media accounts and pages (including podcasts), and all content and data thereon or relating thereto, whether or not copyrights; (e) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein; (f) computer programs, operating systems, applications, firmware, and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof; and (g) all other intellectual or industrial property and proprietary rights, in each case, to the extent protectable by applicable law.
- (c) "Work Product" means with respect to employees of Assignee, all software and materials related to software, writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that are created, prepared, produced,

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authored, edited, amended, conceived, or reduced to practice by Assignor's independent contractors or Assignor's employees individually or jointly with others during the course of such an employee's employment by Assignor and all printed, physical, and electronic copies, all improvements, rights, and claims related to the foregoing, and other tangible embodiments thereof.

- 2. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to the Assignee, *mmc pro tunc*, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned IP Assets, free and clear of all liens and encumbrances, including:
- (a) all works based upon, derived from, or incorporating the Work Products, and Intellectual Property Rights therein;
- (b) all rights of any kind whatsoever of Assignor 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.

Miscellaneous.

- (a) <u>Entire Agreement</u>. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. Any and all previous agreements and understandings between the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.
- (b) <u>Amendments</u>. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by the Parties to this Agreement, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- (c) <u>Successors and Assigns</u>. This Agreement is, and the parties intend this Agreement to be, the legal, valid and binding obligation of the parties and is enforceable in accordance with its terms and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs and estates.
- (d) <u>Headings</u>. All captions contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
- (e) <u>Severability: Enforcement</u>. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this

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Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

- (f) <u>Liabilities</u>. Notwithstanding anything to the contrary in this Agreement, Assignee shall not assume or be responsible for any liabilities, obligations or commitments of any nature whatsoever of Assignor pursuant to this Agreement.
- any action in any way arising out of or relating to this Agreement, the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware. Each of the Parties submits to the exclusive jurisdiction in any federal court located in the District of Delaware, or the Court of Chancery of the State of Delaware, as applicable, in any action arising out of or relating to this Agreement. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action so brought and waives any bond, surety or other security that might be required of any other party with respect thereto.
- (h) Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by law, any right to trial by jury of any action (i) arising under this Agreement or (ii) in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement, in each case whether now existing or hereafter arising, and whether in contract, tort, equity, or otherwise. Each party hereby agrees and consents that any such action shall be decided by court trial without a jury and that the parties may file an original counterpart of a copy of this Agreement with any court as written evidence of the consent of the parties to the waiver of their right to trial by jury.
- (i) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first written above.

A	SS	IGN	OR
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Norfield LLC a California limited liability company 422 Otterson Dr Chico CA 95928

By: Mark W. Breault
Name. Manager
Title: Manager

ASSIGNEE

Norfield Inc. a California corporation 422 Otterson Dr Chico CA 95928

Title: President

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Schedule 1

Trademark Applications and Registrations

Mark	App/Date	Reg/Date	Goods/Services
NORFIELD	73363111	1288655	IC 7: door and jamb machines, window cutting machines,
			power saws, routing machines, stitching machines,
	May 5, 1982	Aug. 7, 1984	mortising machines, and parts therefor.

Common Law Marks

NORFIELD





• NORFIELD INNOVATIVE DOOR SOLUTIONS

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RECORDED: 06/27/2023

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