

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rauckman Utility Products, LLC		06/30/2023	Limited Liability Company: MISSOURI
James B. Rauckman		06/30/2023	INDIVIDUAL: UNITED STATES
Shirley S. Rauckman		06/30/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	National Safety Apparel, Inc.		
Street Address:	15825 Industrial Pkwy		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44135		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4113280	METERPULLER	
Registration Number:	3960965	ZAPSHIELD	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	DUNCAN POIRIER		
Address Line 1:	200 PUBLIC SQUARE		
Address Line 2:	SUITE 2300		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	27349-277		
NAME OF SUBMITTER:	Duncan Poirier		
SIGNATURE:	/Duncan Poirier/		
DATE SIGNED:	07/17/2023		
Total Attachments: 8			

OP \$65.00 4113280

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Agreement") is entered into as of June 30, 2023, by and between Rauckman Utility Products, LLC, a Missouri limited liability company, James B. Rauckman, an individual, and Shirley S. Rauckman, an individual (each, an "Assignor" and collectively, the "Assignors") and National Safety Apparel, Inc., an Ohio corporation ("Assignee").

WHEREAS, the Assignors and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement").

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignors agreed to, among other things, sell, assign, transfer, convey and deliver to Assignee all of Assignors' right, title, and interest in and to the Seller Owned Intellectual Property Assets (the "Purchased IP"), including, but not limited to, (i) all of Assignors' right, title, and interest in and to the domain names set forth in Schedule A attached hereto (the "Domain Names"); (ii) all copyright rights in and to the content uploaded or posted to the websites accessible via the Domain Names; (iii) the registered copyrights set forth in Schedule A attached hereto; (iv) the trademarks set forth in Schedule A attached hereto; (v) the patents set forth in Schedule A attached hereto; and (vi) all goodwill associated with any of the foregoing.

WHEREAS, pursuant to the Purchase Agreement, Assignors desire to assign to Assignee, and Assignee desires to acquire from Assignors, the Purchased IP.

WHEREAS, as a condition to the closing of the transactions contemplated under the Purchase Agreement, all of the Parties have agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignors, Assignors and Assignee hereby covenant and agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment of Purchased IP. Assignors hereby irrevocably sell, assign, transfer, convey, and deliver to Assignee all right, title and interest in and to the Purchased IP, including with respect to trademarks included in the Purchased IP the good will associated with the business in connection with which said trademarks are used, free and clear of any encumbrance, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Purchased IP, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

3. Further Assurances. Assignors shall take all further lawful actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance that Assignee reasonably may deem appropriate to effectuate the purposes of this Assignment, including, but not limited to, effectuating the transfer of the possession and control of the Domain Names to Assignee with the registrar of the Domain Names, and taking any steps and completing any documents or forms that may be required by each registrar, including, as necessary, executing said documents or forms in the presence of an authorized notary public and delivering such documents or forms properly executed to the registrar and distributing copies of the completed and receipted registrar transfer documents to the parties to this Assignment.

4. Purchase Agreement Controlling. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, or modify any of the obligations, agreements, covenants, or warranties of Assignor or Assignee contained in the Purchase Agreement.

5. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile of any executed counterpart transmitted electronically by e-mail or fax shall be as binding as an original signature.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the same law governing the Purchase Agreement without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Venue for any proceeding, judicial or otherwise, concerning this Agreement shall be the same venue as required or permitted under the Purchase Agreement.

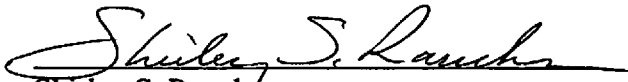
7. General. If any provision of this Assignment is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Assignment, all of which will remain in full force and effect. No waiver of any terms of this Assignment will be deemed a further or continuing waiver of such term or any other term. Any changes to this Assignment must be made in writing and signed by an authorized representative of both parties.

[Signature page to follow.]

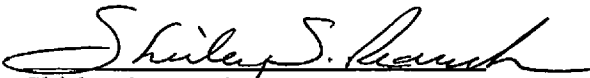
IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be duly executed as of the day and year first-above written.

ASSIGNORS:

**Rauckman Utility Products, LLC, a Missouri
limited liability company**

By: 
Name: Shirley S. Rauckman
Title: President


James B. Rauckman


Shirley S. Rauckman

ASSIGNEE:

National Safety Apparel, Inc., an Ohio corporation

By: _____
Name: Charles L. Grossman, Jr.
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be duly executed as of the day and year first-above written.

ASSIGNORS:

Rauckman Utility Products, LLC, a Missouri limited liability company

By: _____

Name:

Title:

James B. Rauckman

Shirley S. Rauckman

ASSIGNEE:

National Safety Apparel, Inc., an Ohio corporation

DocuSigned by:

Chuck Grossman

By: _____

Name: Charles L. Grossman, Jr.

Title: President

[Signature Page to Intellectual Property Assignment]

Schedule A

Domain Names

<i>Domain Name</i>	<i>Ownership Date</i>	<i>Expiration Date</i>	<i>Registrant First Name</i>	<i>Registrant Last Name</i>	<i>Registrant Organization</i>
animaloutageprevention.com	10/28/2022	10/4/2024	Jim	Rauckman	
antifauna.com	10/28/2022	10/4/2024	Jim	Rauckman	
antifaunaredeselectricas.com	10/28/2022	10/4/2024	Jim	Rauckman	
antifaunasubestacion.com	10/28/2022	10/4/2024	Jim	Rauckman	
aviancover.com	5/16/2012	5/15/2023	Jim	Rauckman	
avianguard.com	5/16/2012	5/15/2023	Jim	Rauckman	
bugwrench.com	1/27/2008	1/27/2024	Jim	Rauckman	
distributionanimalprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
distributionbirdprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
guiacubiertasantifauna.com	10/28/2022	10/4/2024	Jim	Rauckman	
guiacubiertasprofauna.com	10/28/2022	10/4/2024	Jim	Rauckman	
guidetopowerlineanimalprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
guidetosubstationanimalprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
guidetoutilityanimalprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
guidetowildlifecovers.com	10/28/2022	10/4/2024	Jim	Rauckman	
guidetowildlifeguards.com	10/28/2022	10/4/2024	Jim	Rauckman	
hotlinetool.com	5/13/2015	5/13/2024	James	Rauckman	Rauckman Utility Products, LLC
hotlinetool.net	5/13/2015	5/13/2024	James	Rauckman	Rauckman Utility Products, LLC
ieee1264.com	11/14/2022	11/14/2024	Jim	Rauckman	
ieeestd1264-2022.com	11/14/2022	11/14/2024	Jim	Rauckman	
livelinetool.com	7/4/2017	7/4/2027	James	Rauckman	Rauckman Utility Products, LLC
meterpuller.com	10/12/2007	4/22/2024	Jim	Rauckman	
minitoolbucket.com	5/29/2017	5/29/2023	James	Rauckman	Rauckman Utility Products, LLC
pentasocket.com	1/11/2022	1/11/2027	James	Rauckman	Rauckman Utility Products, LLC
pentawrench.com	1/11/2022	1/11/2027	James	Rauckman	Rauckman Utility Products, LLC
polehelmet.com	2/6/2013	2/6/2024	James	Rauckman	Rauckman Utility Products, LLC
powergridavianprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
powergridwildlifeprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
powerlineanimalprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
powerlineavianprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
powerlinebirdprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
powerpoleanimalprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
powerpolebirdprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
powerutilityanimalprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
preventanimalcausedoutages.com	10/28/2022	10/4/2024	Jim	Rauckman	
profauna.co	10/28/2022	10/4/2024	Jim	Rauckman	
profauna.info	10/28/2022	10/4/2023	Jim	Rauckman	
profaunaredeselectricas.com	10/28/2022	10/4/2024	Jim	Rauckman	
profaunasubestacion.com	10/28/2022	10/4/2024	Jim	Rauckman	
proteccionantifauna.com	10/28/2022	10/4/2024	Jim	Rauckman	

<i>Domain Name</i>	<i>Ownership Date</i>	<i>Expiration Date</i>	<i>Registrant First Name</i>	<i>Registrant Last Name</i>	<i>Registrant Organization</i>
proteccionantifaunasubestacion.com	10/28/2022	10/4/2024	Jim	Rauckman	
proteccionfaunaredeselectricas.com	10/28/2022	10/21/2024	Jim	Rauckman	
proteccionprofauna.com	10/28/2022	10/4/2024	Jim	Rauckman	
proteccionprofaunasubestacion.com	10/28/2022	10/4/2024	Jim	Rauckman	
rauckmanutility.co	3/24/2011	3/23/2024	Jim	Rauckman	
rauckmanutility.com	12/28/2006	3/11/2026	Jim	Rauckman	
rauckmanutility.info	3/24/2011	3/24/2024	Jim	Rauckman	
rauckmanutility.net	3/24/2011	3/24/2024	Jim	Rauckman	
rauckmanutility.org	3/24/2011	3/24/2024	Jim	Rauckman	
squirreltape.com	8/27/2014	8/26/2023	Jim	Rauckman	
substationanimalprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
substationbirdprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
usaliveline.com	7/4/2017	7/4/2023	Jim	Rauckman	
utilityanimaloutageprevention.com	10/28/2022	10/4/2024	Jim	Rauckman	
utilityanimalprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
utilityavianprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
utilitydistributionanimalprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
utilitydistributionbirdprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
utilitywildlifeguards.com	10/28/2022	10/4/2024	Jim	Rauckman	
utilitywildlifeoutageprevention.com	10/28/2022	10/4/2024	Jim	Rauckman	
utilitywildlifeoutages.com	10/28/2022	10/4/2024	Jim	Rauckman	
utilitywildlifeProtection.com	10/28/2022	10/4/2024	Jim	Rauckman	
wildlifemitigationforutilities.com	10/28/2022	10/4/2024	Jim	Rauckman	
wildlifeoutageprotection.com	10/28/2022	10/4/2024	Jim	Rauckman	
wildlifeProtectionforutilities.com	10/28/2022	10/4/2024	Jim	Rauckman	
wildlifeshield.com	10/4/2007	7/30/2023	Jim	Rauckman	
zapshield.com	10/4/2007	7/30/2023	Jim	Rauckman	

Copyrights

<i>Copyright Title</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Owner</i>
Meter installer.	VA0001174021	12/12/02	Rauckman Utility Products, LLC
Meter installer in use.	VA0001175000	12/9/02	Rauckman Utility Products, LLC
Wildlife protector.	VA0001175018	12/9/02	Rauckman Utility Products, LLC

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Trademarks

<i>Trademark</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
METERPULLER	US	6/8/11	85341049	3/13/12	4113280	Registered	Rauckman Utility Products, LLC
ZAPSHIELD	US	6/2/10	85052573	5/17/11	3960965	Registered	Rauckman Utility Products, LLC

<i>Marks – Trade Dress</i>	<i>Status</i>
WILDLIFESHIELD	unregistered
BLOCKJAW	unregistered
RAUCKSHOCK TECHNOLOGY	unregistered
BUGWRENCH	unregistered
POLE HELMET	unregistered
RAUCKMAN UTILITY PRODUCTS	unregistered
BUSHING ZAPSHIELD	unregistered

Patents

<i>Patent Title</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Issued</i>	<i>Patent No.</i>	<i>Status</i>	<i>Owner</i>
Cover for an electrical distribution line	US	2/12/20	16789245	11/30/21	11189401	Issued	Rauckman Utility Products, LLC
Clamp for use in electrical distribution systems	US	7/7/17	15644466	9/3/19	10399210	Issued	Rauckman Utility Products, LLC
Wildlife guard for electrical power distribution and substation facilities	US	9/17/03	10664231	4/12/05	6878883	Issued	Rauckman Utility Products, LLC
	US	3/11/05	11077917	7/11/06	7075015	Issued	Rauckman Utility Products, LLC
	US	6/9/06	11450081	10/2/07	7276665	Issued	Rauckman Utility Products, LLC
	US	9/14/06	11521425	12/18/07	7309837	Issued	Rauckman Utility Products, LLC
	US	2/7/07	11703471	3/16/10	7679000	Issued	Rauckman Utility Products, LLC

	US	7/9/08	12170170	8/10/10	7772499	Issued	Rauckman Utility Products, LLC
Safety cover and identifier for electric terminal block	US	9/4/13	14017813	12/29/15	9225155	Issued	Rauckman Utility Products, LLC
	US	7/11/14	14329257	6/7/16	9362655	Issued	Rauckman Utility Products, LLC
Cable marking system	US	3/22/16	15077618	3/14/17	9595210	Issued	Rauckman Utility Products, LLC
Cutout cover	US	9/26/16	15276306	3/13/08	9916956	Issued	Rauckman Utility Products, LLC
Cover for electrical power distribution equipment	US	9/22/16	15273198	10/10/17	9787071	Issued	Rauckman Utility Products, LLC
Wrench	US	8/26/15	29537456	3/14/17	D781118	Issued	Rauckman Utility Products, LLC
Cutout cover	US	5/11/23	18316078			Pending	
Oil transformer busing cover assembly	US	10/12/22	18046089			Pending	
Ball Tip Drive	US	10/05/05		08/01/06	D525839	Expired 2020	
Ratchet Wrench	US	11/09/05		06/05/07	D543810	Expired 2021	
Wildlife Guard For Electrical Power Distribution and Substation Facilities	US	8/14/97		1/26/99	5864096	Expired 2017	
Rescue hook*						Disclosure	