

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAM Scientific, Inc.		12/08/2022	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	ASP Global, LLC		
Street Address:	7800 THIRD FLAG PARKWAY		
City:	AUSTELL		
State/Country:	GEORGIA		
Postal Code:	30168		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2069804	SAFE-T-FILL	
CORRESPONDENCE DATA			
Fax Number:	3123459980		
<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:	312-807-4346		
Email:	CITrademarks@klgates.com		
Correspondent Name:	Alexis Crawford Douglas		
Address Line 1:	K&L Gates LLP		
Address Line 2:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	0247479.00001		
NAME OF SUBMITTER:	Alexis Crawford Douglas		
SIGNATURE:	/Alexis Crawford Douglas/		
DATE SIGNED:	08/11/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "**IP Assignment**") is made by RAM SCIENTIFIC, INC., a New Jersey corporation, having a principal address of 1906 Elliott Ave., Nashville, TN 37204-2004 ("**Assignor**") and ASP GLOBAL, LLC, a Georgia limited liability company, having a principal address of 7800 Third Flag Parkway, Austell, Georgia 30168 ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement;

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, Assignor hereby desires to convey, transfer, and assign to Assignee all of Assignor's right, title, and interest in, to, and under all of the Assigned IP (as hereinafter defined), and Assignee hereby desires to accept from Assignor all of Assignor's right, title, and interest in, to, and under all of the Assigned IP.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (collectively, the "**Assigned IP**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP:

(a) the trademark registrations set forth on **Schedule 1** (the "**Assigned Trademarks**") hereto and all issuances, extensions and renewals thereof;

(b) all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services related to the Assigned Trademarks, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world;

(c) 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;

(d) the domain names set forth in **Schedule 2** hereto (the "**Domain Names**");

(e) 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

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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. Assignor 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 Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee, 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 to be 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 Georgia, without giving effect to any choice or conflict of law provision or rule.

6. Entire Agreement. This IP Assignment constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of this 8th day of December, 2022.

ASSIGNOR:

RAM SCIENTIFIC, INC.

By: 

Name: MONIQUE MURI

Title: CEO

ASSIGNEE:

ASP GLOBAL, LLC

By: _____

Name: _____

Title: _____

Attachments: Schedule 1 - Assigned Trademarks

Schedule 2 - Assigned Domain Name

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of this 8th day of December, 2022.

ASSIGNOR:

RAM SCIENTIFIC, INC.


By: _____

Name: Monique Muri

Title: President

ASSIGNEE:

ASP GLOBAL, LLC

By:  _____

Name: Doug Shaver

Title: President and Chief Executive Officer

Attachments: Schedule 1 - Assigned Trademarks
Schedule 2 - Assigned Domain Name

SCHEDULE 1

ASSIGNED TRADEMARKS

Mark	Jurisdiction	Reg. No.	Reg. Date	Ownership	Class(es)	Status	Next Action	Due Date
SAFE-T-FILL	United States	2069804	6/10/1997	RAM Scientific, Inc.	010	Registered	Renewal under Section 8 and 9	6/10/2027

SCHEDULE 2

ASSIGNED DOMAIN NAME

Domain	Registrar/Domain Host	Host Agreement Expiration Date
https://www.farnsci.com/	EarthLink, LLC	3/19/2023

TRADEMARK

REEL: 008164 FRAME: 0742

RECORDED: 08/11/2023