

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M.C. Dean, Inc.		01/01/2023	Corporation:
RECEIVING PARTY DATA			
Name:	M.C. Dean IP, LLC		
Street Address:	1765 Greensboro Station Place		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90287324	U.S. ELECTRICAL TESTING	
Registration Number:	5501476		
Serial Number:	77463503	ARCSTOP	
Serial Number:	76148759	OPENBAND	
Serial Number:	77853659	OPENBAND	
CORRESPONDENCE DATA			
Fax Number:	7038482981		
<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:	703-584-3270		
Email:	tcole@rcsc-ip.com, tyler@rcsc-ip.com, docketing@rcsc-ip.com		
Correspondent Name:	CALDERON SAFRAN & COLE, P.C.		
Address Line 1:	7918 JONES BRANCH DRIVE		
Address Line 2:	SUITE 500		
Address Line 4:	MCLEAN, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	003035-61		
NAME OF SUBMITTER:	Thomas W. Cole		
SIGNATURE:	/Thomas W. Cole/		
DATE SIGNED:	08/24/2023		

OP \$140.00 90287324

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT AND CROSS-LICENSE AGREEMENT

(MCD IP, LLC)

This **INTELLECTUAL PROPERTY ASSIGNMENT AND CROSS-LICENSE AGREEMENT** (“Agreement”) is effective as of January 1, 2023 (the “Effective Date”) is by and between **M.C. Dean, Inc.**, a Virginia corporation (“MCDI”), **M.C. Dean IP, LLC**, a Delaware limited liability company (“MCD IP”) and certain of MCDI’s affiliates that have executed the Joinder Agreement attached hereto as **Exhibit A** (collectively, “Affiliates”). MCDI and Affiliates may each be referred to herein as a “Licensee”, and, collectively the “Licensees”. MCDI, MCD IP and the Affiliates are collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS, MCDI is in the business of and owns rights in certain intellectual property, including, but not limited to patents, trademarks, copyrights, trade secrets, know-how, and show-how (“IP Rights” or “IPR”) related to the construction of cyber-physical solutions for mission critical facilities (the “MCDI Business”);

WHEREAS, the Affiliates own or may in the future own IP Rights related to the MCDI Business;

WHEREAS, MCD IP is being created to carry on the business of MCDI as a new entity and anticipates developing IP Rights relating to the MCDI Business;

WHEREAS, each Party acknowledges that certain IP Rights may be necessary for continued operation and fulfillment of existing and future contractual obligations of such Party and that some of those intellectual property rights may be owned by another Party; and

WHEREAS, each Party desires to grant to each other Party a world-wide, non-exclusive, royalty-free, fully paid-up license to all IP Rights owned by such Party.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the acceptance and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. Assignment; Grant of License Rights

1.1 MCDI and each Affiliate assign certain IPR owned by such Party relating to the MCDI Business, including (i) the registered patents and trademarks described on **Exhibit B** (“Registered IP”), and all associated goodwill, claims and defenses; and (ii) the third-party license agreements described on **Exhibit C** (“Assigned License Agreements”) to MCD IP subject only to the Permitted Encumbrance (defined below). The Registered IP and the Assigned License Agreements shall be collectively referred to as the “Assigned IP”).

1.2 In consideration of the payment of the License Fee as set forth in **Section 3**, MCD IP grants to the Licensees a perpetual, royalty free, fully paid-up nonexclusive, worldwide license to use all IPR in and to the MCDI Business, including the Assigned IP (hereinafter, the “Licensed IP”) in connection with the MCDI Business, including to, sell, advertise, market, and distribute products and services as may be agreed upon between the Parties from time to time. MCDI shall have the right to assign all or any part of its right, title, and interest in and to this Agreement as collateral without MCD IP’s prior consent or approval to BMO Harris Bank N.A. in connection with the Permitted Encumbrance.

1.3 Subject to Section 1.4, the licenses granted herein shall include the right of each Party to grant sublicenses to its Affiliates existing on or after the Agreement Date, which sublicenses may include the right of sublicensed Affiliates to sublicense other Affiliates of said Party. Each sublicensed Affiliate shall be bound by the terms and conditions of this Agreement, other than Section 5 and 6, as if it were named herein in the place of the party with whom the sublicense originated. No sublicense shall be broader in any respect at any time during the life of this Agreement than the license held at that time by the party that granted the sublicense.

1.4 A sublicense granted to an Affiliate shall terminate on the earlier of: (a) the date such Affiliate ceases to be an Affiliate; or (b) the date of termination or expiration of the license of the party or Affiliate that granted the sublicense.

1.5 In the event any Party does not have the right to grant a license for any Licensed IP of the scope set forth in Section 1, then the license granted herein for such Licensed IP shall be of the broadest scope which such Party has the right to grant within the scope set forth above.

1.6 MCD IP retains the right to specify, from time to time, the format in which the Licensees shall use and display the Licensed IP. Licensee shall only use or display the Licensed IP in a format approved by MCD IP.

SECTION 2. Term of Agreement; Acquisition of a Party

2.1 The term of the licenses granted under this Agreement shall commence on the Effective Date and shall continue unless terminated under the provisions of this Agreement.

2.2 If one Party (the "Acquired Party") is acquired by a third party: (a) the Acquired Party shall promptly give notice of such acquisition to the other Parties; and (b) the license granted to the Acquired Party and all sublicenses (if any) granted to the Acquired Party's remaining Affiliates shall automatically become limited to only those products manufactured and marketed by said Acquired Party prior to said acquisition.

SECTION 3. License Fees.

3.1 In consideration for the rights and licenses granted herein, each Licensee shall pay MCD IP an annual fee in an amount equal to two thousand dollars (\$2,000) per patent or trademark, as applicable, comprising the Licensed IP, payable upon execution of this Agreement and on or before each anniversary of the Effective Date (the "License Fee"). Each Licensee acknowledges and agrees that MCD IP may modify or increase the License Fee to reflect the then-current fair market value of the Licensed IP upon written notice to each Licensee no fewer than sixty (60) days prior to the successive anniversary of the Effective Date.

SECTION 4. Use of Trademarks

4.1 Licensee shall always display the Trademarks in accordance with all relevant graphic standards and usage manuals provided by MCD IP as well as such other guidelines as MCD IP shall communicate, whether orally or in writing, to Licensee from time to time during the Term of this Agreement. Licensee agrees not to use the Trademarks in any way or for any purpose other than as specifically authorized under this Agreement or prohibited under the relevant standards, manuals and guideline promulgated by MCD IP.

4.2 Licensee agrees that all goods and services offered and sold by Licensee under the Trademarks shall be conducted, formulated, and manufactured in a first rate manner and shall be of a quality which is at least as high as the best quality of the goods and services presently provided by Licensee. Upon written request from MCD IP, Licensee shall provide reasonable samples of labels, packaging, advertising, and promotional materials used or intended for use by Licensee which incorporates one or more of the Trademarks to allow MCD IP to monitor Licensee's use of the Trademarks. MCD IP reserves the right to disapprove such labels, packaging, advertising, and promotional materials if MCD IP reasonably determines that one or more of the Trademarks is improperly used therein. If MCD IP reasonably determines that any of the goods and services provided by Licensee under the Trademarks are not of the quality specified above, MCD IP shall notify Licensee in writing and Licensee shall have sixty (60) days in which to: (i) reassure MCD IP that the quality of its goods and services is in fact commensurate with that specified above; or (ii) take steps to improve the quality of the goods and services to meet such standards. If at the end of the sixty (60) day period, MCD IP is not reasonably satisfied that the quality of the goods and services meets the above standards, MCD IP may terminate this Agreement upon thirty (30) days written notice to Licensee.

4.3 Upon termination of this Agreement in any manner provided herein, Licensee shall discontinue all use of the Trademarks and shall refrain from using any other corporate name, service mark, trademark, trade name or other trade designation which is confusingly similar to the Trademarks.

SECTION 5. Ownership; Infringement

5.1 Licensee hereby acknowledges MCD IP's exclusive rights, title, and interest in and to the Licensed IP. Licensee will not at any time do, or cause to be done, any act or thing contesting or in any way impairing or tending to impair the validity of and/or MCD IP's exclusive rights, title and interest in and to the Licensed IP. Licensee will not in any manner represent that it owns the Licensed IP and Licensee hereby acknowledges that its use of the Licensed IP shall not create any rights, title, or interest in or to the Licensed IP in its favor, but that all use of the Licensed IP by Licensee shall inure to the benefit of MCD IP.

5.2 No Licensee shall have any right to institute any action or suit against third parties for infringement of any of Licensed IP, such actions may be brought by MCD IP only unless it otherwise consents. In the event that an unauthorized third-party use(s) of one or more of the Licensed IP is brought to MCD IP's attention by Licensee in writing, MCD IP agrees to take reasonable steps to abate such use(s) upon the following conditions: After investigation and evaluation of such unauthorized use(s), MCD IP and Licensee agree that such use(s) constitutes an infringement of one or more of the Licensed IP; and After consideration and evaluation of all circumstances surrounding the unauthorized use(s), MCD IP and Licensee agree that there is a reasonable probability of success in the action(s) against the unauthorized use(s). Licensee shall take no action with regard to any such unauthorized third-party use(s) without prior consultation with and the consent of MCD IP.

SECTION 6. Warranties

6.1 Allocation of Risk. An essential purpose of the exclusion of warranties and limitation of liability provided in this Agreement is allocation of risks between the Parties, which allocation of risks is reflected in the arrangements between the Parties in this Agreement.

6.2 No Conflicts; Permitted Encumbrance Each party warrants that, to the best of its knowledge, it owns, or otherwise has the necessary rights in the IPR to assign ownership or to grant the rights and licenses conveyed herein; subject only to the security interest created in certain of the Assigned IP pursuant to that certain Credit Agreement between MCDI and BMO Harris Bank N.A dated as of

August 31, 2017, and related documents (as amended and currently in effect, the “Permitted Encumbrance”).

6.3 Disclaimer. THE WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, EACH PARTY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION (i) THAT THE EXERCISE OR OTHER EXPLOITATION OF ANY INTELLECTUAL PROPERTY RIGHTS ASSIGNED OR LICENSED BY IT HEREUNDER SHALL BE FREE FROM INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY, AND (ii) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EITHER PARTY HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF SUCH PURPOSE. Except for the warranties expressly set forth in this Section 6, each of the Parties acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.

SECTION 7. Limitation of Liability

EXCEPT FOR BREACH BY A LICENSEE OF SECTION 5 OF THIS AGREEMENT, NO PARTY SHALL BE ENTITLED TO RECOVER FROM ANY OTHER PARTY ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR ANY OTHER CAUSE OF ACTION RELATING TO INTELLECTUAL PROPERTY RIGHTS ASSIGNED OR LICENSED HEREUNDER OR CONFIDENTIAL INFORMATION, OR OTHERWISE RELATING TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 8. Confidential Information

8.1 Restrictions. Each Party acknowledges that in connection with this Agreement it may gain access to certain Confidential Information of the other Party. The Confidential Information of the Disclosing Party may be used by the Receiving Party only for the performance of its obligations and the exercise of its rights hereunder and may only be disclosed to those employees, subcontractors or agents of the Receiving Party who have a need to know in order so to perform or exercise. Except and to the extent set forth in Section 8.2, the Receiving Party may not disclose Confidential Information of the Disclosing Party to any other person, entity or the public without the prior written consent of the Disclosing Party; provided, however, that such Confidential Information may be disclosed by the Receiving Party without the necessity of prior written consent to the Receiving Party’s employees, subcontractors or consultants who require access to such Confidential Information to perform the Receiving Party’s obligations or to exercise its rights hereunder; provided, however, such persons have entered into written agreements which contain obligations of nondisclosure and nonuse no less restrictive than set forth in this Section 8, which agreements shall be enforceable by the Disclosing Party.

8.2 Compliance with Governmental, Judicial Requirements. If a Receiving Party receives a request to disclose any Confidential Information of the Disclosing Party (whether pursuant to a valid and effective subpoena, an order issued by a court or other governmental authority of competent jurisdiction

or otherwise) on advice of legal counsel that disclosure is required under applicable law, the Receiving Party agrees that, prior to disclosing any Confidential Information of the Disclosing Party, it shall (i) notify the Disclosing Party of the existence and terms of such request or advice, (ii) cooperate with the Disclosing Party in taking legally available steps to resist or narrow any such request or to otherwise eliminate the need for such disclosure at the Disclosing Party's sole expense, if requested to do so by the Disclosing Party, and (iii) if disclosure is required, it shall be the obligation of the Disclosing Party to use its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be afforded to such portion of the Confidential Information of the Disclosing Party as is required to be disclosed.

8.3 Continuing Obligation. The obligation of nondisclosure and nonuse with respect to Confidential Information of the Disclosing Party shall survive and continue for a period of five (5) years after the Effective Date; provided, however, that the obligations of non-disclosure and non-use shall continue in perpetuity for software in any form.

SECTION 9. Notices

9.1 Notices and other communications shall be sent by facsimile or by registered or certified mail to the following addresses and shall be effective upon mailing:

For **M. C. Dean, Inc.:**

1765 Greensboro Station Place
McLean, VA 22101

For **M.C. Dean IP, LLC:**

1765 Greensboro Station Place
McLean, VA 22101

For the **AFFILIATES:**

1765 Greensboro Station Place
McLean, VA 22101

SECTION 10. Releases

Each Party (as "Releasor") irrevocably releases the other Parties as of the Effective Date and its and their respective customers from any and all claims of infringement of Releasor's Licensed IP which claims are based on acts prior to the Effective Date, which, had they been performed after the Effective Date would have been licensed under this Agreement. The release contained herein shall not apply to any person other than the persons named in this Section 10 and shall not apply to the manufacture of any items by any person other than the parties and their Affiliates. The releases granted shall be effective immediately.

SECTION 11. Miscellaneous

11.1 No Party shall assign any of its rights or delegate any of its obligations under this Agreement. Any attempt to do so shall be void.

11.2 The Parties acknowledge that this Agreement may be disclosed as necessary in order to carry out the Parties' existing and future contractual obligations. Each party represents and warrants that it has the full right and power to enter into this Agreement.

11.3 No Party shall have any obligation hereunder to institute any action or suit against third parties for infringement of any of the Licensed IP or to defend any action or suit brought by a third party which challenges or concerns the validity of any of the Licensed IP.

11.4 This Agreement shall not be binding upon the Parties until it has been signed herein below by or on behalf of each Party. Except for a Joinder Agreement, no amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed as aforesaid. If any section of this Agreement is found by competent authority to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties. However, if the intent of the parties cannot be preserved, this Agreement shall be either renegotiated or terminated. The headings of sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

11.5 This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the law of the Commonwealth of Virginia, as such law applies to contracts signed and fully performed in Commonwealth of Virginia. This Agreement and its exhibits and attachments embody the entire understanding of the parties with respect to the Licensed IP and replaces any prior oral or written communications between them.

SECTION 12. Definitions

12.1 "Affiliate" of a Party hereto or of a third party shall mean a corporation, company or other entity:

(a) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a party hereto or such third party, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists; or

(b) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than fifty percent (50%) of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is now or hereafter, owned or controlled, directly or indirectly, by a party hereto or such third party, but such corporation, company or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists.

12.2 "Agreement" means this document and any and all appendices or exhibits annexed hereto, which appendices and exhibits are expressly incorporated herein and made a part hereof.

12.3 "Confidential Information" shall mean (i) all ideas and information of any kind, including, without limitation, technology, know-how, technical data, products, software, works of authorship, assets, operations, contractual relationships, business plans or any other aspect of either party's business, in written, other tangible or electronic form provided by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") which is labeled by the Disclosing Party as "confidential", "proprietary" or with a legend of similar import; (ii) information orally disclosed and

identified as confidential at the time of such disclosure which is summarized in writing within thirty (30) days of such disclosure. Confidential Information shall not, however, include any information that (a) lawfully in the Receiving Party's possession, with no restriction on use or disclosure, prior to its acquisition from the Disclosing Party; (b) received in good faith by the Receiving Party, with no restrictions on use or disclosure, from a third party not subject to any confidential obligation to the Disclosing Party; (c) now or later becomes publicly known through no breach of confidential obligation by the Receiving Party; (d) released by the Disclosing Party to any other person, firm or entity (including, without limitation, governmental agencies or bureaus) without restriction on use or disclosure; or (e) independently developed by or for the Receiving Party without any reliance on or use of Confidential Information of the Disclosing Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers to be effective as of the Effective Date.

M.C. Dean IP, LLC

By: _____

Name: William H. Dean
Title: Manager

M.C. Dean, Inc.

By: _____

Name: William H. Dean
Title: Director & President

IP Assignment/Cross License
MCD IP LLC

TRADEMARK
REEL: 008177 FRAME: 0609

Exhibit A

**Joinder Agreement to
Intellectual Property Assignment and Cross-License
(MCD IP LLC)**

THIS JOINDER AGREEMENT (this "Joinder Agreement") is made as of the date written below between the undersigned (the "Joining Party"), **M.C. Dean, Inc.**, a Virginia corporation ("MCDI"), and **M.C. Dean IP LLC**, a Delaware limited liability company ("MCD IP").

Recitals

WHEREAS, MCDI, MCD IP, and Affiliates, entered into an Intellectual Property Assignment and Cross-License Agreement effective as of January 1, 2023 (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Agreement; and

WHEREAS, the undersigned Joining Party desires to be bound by the Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Joinder Agreement hereby agree as follows:

1. Admission of Joining Party as a New Party. In accordance with the Agreement, the Parties have approved the admission of the Joining Party as a Party to the Agreement.

2. Representations and Covenants of Joining Party. The Joining Party hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the Joining Party will be deemed to be a Party to the Agreement and shall have all of the rights and obligations of a Party thereunder as if it had executed the Agreement. The Joining Party hereby ratifies and agrees to be bound by all of the terms, provisions, and conditions contained in the Agreement.

3. Effect of Joinder Agreement. This Joinder Agreement shall become a part of the Agreement, subject to all of the terms and conditions thereof. The Agreement shall remain otherwise unmodified and in full force and effect in all other respects. This Joinder Agreement and the Agreement constitute the complete understanding and agreement between the Parties with regard to the subject matter hereof.

4. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to principles of conflicts of law.

5. Counterparts. This Joinder Agreement may be executed in separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

JOINING PARTY:

Name: _____

By: _____

Date:
Address:

ACCEPTED BY:

M.C. Dean IP, LLC

M.C. Dean, Inc

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit B

Registered Intellectual Property

PATENTS				
Title	AppNumber	Filing Date	Patent Number	Issue Date
SYSTEM AND METHOD FOR TESTING THE VALIDITY OF BIM-DESIGNED ELECTRICAL WIRING PATHWAYS	15/087,080	31-Mar-16	10,380,273	13-Aug-19
THIRD RAIL HEATER CONTROL SYSTEM	16/778,793	31-Jan-20	10,927,518	23-Dec-21



TRADEMARKS			
Docket Number	Application Number	Trademark Name	Image
003035-000048	90287324	U.S. ELECTRICAL TESTING	
003035-000049	5501476	Sine Wave Logo	
003035-000010	1-4465043471	CHECKSUM SYSTEM FOR TESTING THE VALIDITY OF BIM-DESIGNED ELECTRICAL WIRING PATHWAYS	[LOGO]
003035-000032	77463503	ARCSTOP	ARCSTOP
003035-000033	76148759	OPENBAND	OPENBAND
003035-000039	77853659	OPENBAND	OPENBAND

Exhibit C

Assigned License Agreements

None

EXHIBIT C TO IP ASSIGNMENT/CROSS LICENSE MCD IP, LLC

4869-1082-0380.3

RECORDED: 08/24/2023

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