

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ExpressPCB LLC		07/10/2023	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	ASC Sunstone Circuits, LLC		
Street Address:	13626 S. Freeman Road		
City:	Mulino		
State/Country:	OREGON		
Postal Code:	97042		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4874292	EXPRESSPCB	
Registration Number:	4874293	EXPRESSPCB	
Registration Number:	5634084	EXPRESSPCB PLUS	
Registration Number:	5634085	EXPRESSPCB PLUS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	503-221-1440		
Email:	trademark@tonkon.com		
Correspondent Name:	Tonkon Torp LLP		
Address Line 1:	888 SW Fifth Ave., Suite 1600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	ExpressPCB to ASC Sunston		
NAME OF SUBMITTER:	Parna A. Mehrbani		
SIGNATURE:	/PARNA A. MEHRBANI/		
DATE SIGNED:	09/01/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Agreement”), dated as of July 10, 2023 is entered into by and between ASC Sunstone Circuits, LLC a Delaware limited liability company (“Assignee”) and ExpressPCB LLC, an Oregon limited liability company (“Assignor”).

WHEREAS, Assignee, Assignor and certain other persons (collectively, the “Parties”), have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”) pursuant to which Assignor sold, conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms and Phrases.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Intellectual Property Rights” means, collectively, all of the Assignor’s trademarks, trade names, business names (including the name “ValueProto”, “PCBExpress”, “PCBPro”, “ExpressPCB” and “EasyPCB” and variations of any of the foregoing), domain names, websites, telephone numbers, designs, processes, inventions, know-how, ideas, trade secrets, patents, licenses (as licensee or licensor), Information Technology Assets, copyrights, applications with respect to any of the foregoing, technical information, customer lists, sales and promotional materials, creative materials, confidential information and data, and all other intellectual property rights of any kind or nature, as well as all rights thereunder and all goodwill associated therewith. The Intellectual Property Rights shall include, but not be limited to, those described in **Exhibit A** hereto.

2. **Assignment.** Assignor assigns to the Assignee, its successors and assigns, for good and sufficient consideration, Assignor’s entire right, title and interest in and to any and all of the following that exist as of the date hereof: (a) any and all Intellectual Property Rights, (b) together with the goodwill of the business connected with the use of, and symbolized by, the trademarks and service marks, and (c) any and all causes of action that may have accrued to the benefit of Assignor in connection with such Intellectual Property Rights.

3. **Transfer of Intellectual Property and Domain Names.** Assignor shall, as the Assignee may reasonably request, execute all documents, papers, forms and authorizations, and take such other actions as are necessary to fully secure to the Assignee, the right, title and interest conveyed herein, and to enable the Assignee to register the applicable domain names assigned hereunder in the name of the Assignee (or its designee(s)) with the domain name registry of the Assignee’s choosing.

4. **Use of Intellectual Property.** Assignor shall not, directly or indirectly, challenge the Assignee's ownership of or right to use any of the Intellectual Property Rights assigned under this Agreement.

5. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Amendments.** This Agreement shall not be modified except by agreement in writing executed by all parties hereto.

8. **Governing Law.** This Agreement shall be governed and construed by the laws of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other law. All disputes, litigation, proceedings or other legal actions by any party to this Agreement shall be instituted exclusively in the courts of the State of Delaware or of the United States in the State of Delaware.

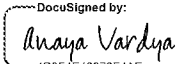
9. **Counterparts.** This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. To the extent this Agreement or any writing required or permitted hereby is signed and/or delivered by means of facsimile, docusign, .pdf or other electronic transmission, such facsimile, docusign, .pdf or other electronic transmission shall be treated in all manner and respects as an original signed counterpart thereof and shall nonetheless be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNEE:

ASC SUNSTONE CIRCUITS, LLC

By:  _____
Name: Anaya Vardya
Title: Chief Executive Officer

ASSIGNOR:

EXPRESSPCB LLC

By: SUNSTONE CIRCUITS LLC, its Sole Member

Terry Heilman

By: _____

Name: Terry L. Heilman

Title: Manager

EXHIBIT A

INTELLECTUAL PROPERTY

Registered Trademarks

Country	Trademark	Reg. No.	Reg. Date	Classes	Owner
USA	EXPRESSPCB	4874292	12/22/2015	9	ExpressPCB LLC
USA	EXPRESSPCB	4874293	12/22/2015	40	ExpressPCB LLC
USA	EXPRESSPCB PLUS	5634084	12/18/2018	9	ExpressPCB LLC
USA	EXPRESSPCB PLUS	5634085	12/18/2018	40	ExpressPCB LLC

Domain Names

easy-pcb.com
easypcb.online
easypcb.us
easypcb.com
easypcbusa.com
expresspcb.com
expresspcb.store
expresspcbplus.com
ez-pcb.com
ezpcb.online
ezpcb.us
fullfeaturepcb.com
myfirstpcb.biz
myfirstpcb.com
myfirstpcb.info
myfirstpcb.me
myfirstpcb.mobi
myfirstpcb.net
myfirstpcb.org
pcb123.com
pcb123.net
pcbdesignecosystem.biz
pcbdesignecosystem.com

pcbdesignecosystem.info
pcbdesignecosystem.me
pcbdesignecosystem.mobi
pcbdesignecosystem.net
pcbdesignecosystem.org
pcbdesignecosystem.us
pcbecosystem.biz
pcbecosystem.com
pcbecosystem.info
pcbecosystem.me
pcbecosystem.mobi
pcbecosystem.net
pcbecosystem.org
pcbecosystem.us
pcbexpress.com
pcbexpress.info
pcbfabricator.com
pcbmanufacturers.com
pcbpro.com
pcbpro.info
pcbprototype.biz
pcbprototype.org
pcbprototype.us
pcbprototyping.biz
pcbprototyping.info
pcbprototyping.net
pcbprototyping.org
pcbprototyping.us
pcbquickturn.biz
pcbquickturn.com
pcbquickturn.info
pcbquickturn.mobi
pcbquickturn.net
pcbquickturn.org
pcbquickturn.us
printedcircuit.info
printedcircuitboard.info
simplepcb.us

simplypcb.com

Copyrightable Subject Matter

1. Express PCB software
2. Any other copyrightable subject matter created by the company prior to closing, including, without limitation, computer programs (whether in source code, object code, or other form), databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing.