

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
10X Technology, L.L.C.		07/18/2023	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	The Boeing Company		
Street Address:	7755 E. Marginal Way S.		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98108		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5814515	10X	
Registration Number:	4022314	10X TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	James L. Vana of Perkins Coie LLP		
Address Line 1:	PO Box 2608		
Address Line 4:	Seattle, WASHINGTON 98111		
ATTORNEY DOCKET NUMBER:	003071-4900		
NAME OF SUBMITTER:	Emilie Kurth		
SIGNATURE:	/Emilie Kurth/		
DATE SIGNED:	09/08/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is entered into as of July 18, 2023 (the “Effective Date”), by and between 10X Technology, L.L.C., an Illinois limited liability company (“Assignor”), and The Boeing Company, a Delaware corporation (“Assignee”). Assignor and Assignee are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into that certain Bill of Sale and Assignment and Assumption Agreement, dated as of July 18, 2023 (the “AAA”), pursuant to which Assignor is assigning, conveying, transferring, and delivering to Assignee all of the right, title, and interest in and to the Purchased Assets, free and clear of all liens, claims, encumbrances, and other interests, including all trademarks; service marks; certification marks; trade names; corporate names; company names; business names; fictitious business names; trade styles; logos; trade dress; and other protectable indicia of source or origin, including unregistered and common law rights in the foregoing; all translations, adaptations, derivations and combinations of any of the foregoing; all goodwill associated with each of the foregoing; and all registrations of and applications to register any of the foregoing, in each case that are included in the Purchased Assets (collectively “Trademarks”) including, but not limited to, the Trademarks listed in Exhibit A (“10X Trademarks”);

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the AAA, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed thereto in the AAA.
2. Trademark Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, its entire right, title and interest in and to the 10X Trademarks and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with the portion of the business to which the 10X Trademarks pertain, and all goodwill, benefits, privileges and remedies associated therewith, the right to apply for and maintain all registrations, renewals, and/or extensions thereof, the right to grant licenses or other interests therein, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution thereof, in each case to the extent included in the Purchased Assets.
3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including domain name registrar), to record Assignee as the owner of the 10X Trademarks assigned hereunder, and to issue any and all 10X Trademarks assigned hereunder to Assignee, as assignee of the entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Trademark Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the 10X Trademarks assigned hereunder.

4. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Trademark Assignment.

5. Subject to AAA and Asset Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the AAA or the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the AAA or the Asset Purchase Agreement and this Trademark Assignment, the provisions of the AAA and the Asset Purchase Agreement, as applicable, shall prevail and govern.

6. Miscellaneous. The provisions of Section 6 of the AAA are incorporated herein by reference and form part of this Agreement as if set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

10X TECHNOLOGY, L.L.C.

DocuSigned by:
Robert Pricone

1B8B9F7DCED84E9...
194116 ROBERT PRICONE
Title: President

ASSIGNEE:

THE BOEING COMPANY

DocuSigned by:

Peter North

By:

Name: Peter North

Title: Director, Corporate Development

Exhibit A
Trademarks

Federal Trademark Registrations

<h1>10X</h1>	
Word Mark	10X
Goods and Services	IC 019. US 026 039 644. G & S: Transdermal drug delivery patches sold without medication. FIRST USE: 20181104. FIRST USE IN COMMERCE: 20181119
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	87981787
Filing Date	April 3, 2018
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	August 28, 2018
Registration Number	5814515
Registration Date	July 23, 2019
Owner	(REGISTRANT) 10x Technology, LLC LIMITED LIABILITY COMPANY ILLINOIS 2105 Tempel Drive Libertyville ILLINOIS 60048
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

<h1>10X TECHNOLOGY</h1>	
Word Mark	10X TECHNOLOGY
Goods and Services	IC 017. US 001 005 012 013 035 050. G & S: Semi-finished apertured plastic film for use in medical and hygienic products; Semi-finished plastic films and sheets to be used in solar or photovoltaic modules; Semi-finished plastic sheet materials for use in lighting panels; Semi-processed plastic in the form of films, sheets, tubes, bars, or rods. FIRST USE: 20021231. FIRST USE IN COMMERCE: 20021231
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	05229008
Filing Date	January 30, 2011
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	June 21, 2011
Registration Number	4022014
Registration Date	September 6, 2011
Owner	(REGISTRANT) 10x Technology LLC FORMERLY 10x Technology Inc LIMITED LIABILITY COMPANY ILLINOIS 2105 Tempel Drive Libertyville ILLINOIS 60048
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TECHNOLOGY" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL
Attorney Text	SECT 15. SECT 8 (5-YR). SECTION 8 (10-YR) 20210605
Renewal	1ST RENEWAL 20210605
Live/Dead Indicator	LIVE

Unregistered Trademark

