TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM841412

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/08/2005
RESUBMIT DOCUMENT ID:	900790171

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ECORE INTERNATIONAL INC.	FORMERLY DODGE-REGUPOL, INC.	07/27/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	DODGE DELAWARE INC.	
Also Known As:	AKA formerly DODGE-REGUPOL DELAWARE, INC.	
Street Address:	715 Fountain Avenue	
City:	Lancaster	
State/Country:	PENNSYLVANIA	
Postal Code:	17601	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75244920	SPECTRAPOUR

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3127018637

Email: ipdocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: 71 S. Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 22716640

NAME OF SUBMITTER: William R. Siegel
SIGNATURE: /william r siegel/

DATE SIGNED: 09/22/2023

Total Attachments: 4

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NUNC PRO TUNC ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "<u>Agreement</u>") is made and entered into as of July 27, 2023 by and between ECORE INTERNATIONAL INC. (formerly DODGE-REGUPOL, INC.), a Delaware corporation, ("<u>Assignor</u>"), and DODGE DELAWARE INC. (formerly DODGE-REGUPOL DELAWARE, INC.), a Delaware corporation, ("<u>Assignee</u>") (Assignee and Assignor, collectively, the "<u>Parties</u>").

WHEREAS, Assignor, prior to the August 8, 2005 effective date of this agreement, was the owner of the Intellectual Property application set forth on Schedule A hereto (the "<u>Assigned IP</u>").

WHEREAS, Assignor agreed to assign, sell, convey, and transfer all of Assignor's right, title, and interest in and to the Assigned IP to Assignee, and Assignee desires to receive all right, title, and interest in and to the Assigned IP.

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

- 1. <u>Assignment</u>. Assignor hereby confirms that it did sell, convey, transfer and assign to Assignee, and Assignee did purchase and accept from Assignor, all of Assignor's right, title, and interest in and to the Assigned IP, together with the goodwill of the business symbolized by and associated with the Marks, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith. Assignor hereby authorizes the recordation of this Agreement by Assignee with the United States Patent and Trademark Office (the "USPTO") and any other applicable Governmental Entity; provided that Assignee shall be solely responsible for such recordation and all expenses associated therewith. Assignor agrees that Assignor did assign unto Assignee nunc pro tunc effective as of August 8, 2005, all right, title and interest in and to the Assigned IP.
- 2. <u>Further Assurances</u>. Assignor agrees to execute, upon the request and at the sole expense of Assignee, such additional documents that may be necessary to register and otherwise give full effect to the rights of Assignee under this Agreement in and to the Assigned IP, including all documents necessary to record in the name of Assignee the assignment of the Assigned IP with the USPTO or any other applicable Governmental Entity; provided that Assignee shall be solely responsible for the preparation and filing of the foregoing documents and all expenses associated therewith. For the avoidance of doubt, as of and following the Closing, Assignor will have no responsibility to take any action to maintain any of the Assigned IP or further prosecute or seek issuance of any applications included in the Assigned IP, including payment of fees, responses to any office action or other inquiries from agents of Governmental Entities or registrars, or otherwise.
- 3. <u>Disclaimer of Representations and Warranties</u>. ASSIGNEE (ON BEHALF OF ITSELF AND ITS AFFILIATES) UNDERSTANDS AND AGREES THAT ASSIGNOR IS NOT REPRESENTING OR WARRANTING IN ANY WAY IN THIS ASSIGNMENT, AND

TRADEMARK
REEL: 008201 FRAME: 0027

ASSIGNOR HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSIGNED IP, AS TO ANY CONSENTS OR APPROVALS (INCLUDING APPROVALS FROM ANY GOVERNMENTAL ENTITIES) REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF OR THE NON-INFRINGEMENT OR ABSENCE OF OTHER VIOLATION, DILUTION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED IP.

- 4. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and performed in that state.
- 5. <u>No Modifications</u>. This Agreement may not be amended or modified except by the written agreement of both of the Parties.
- 6. <u>Successors and Assigns</u>. This Agreement shall bind and shall inure to the benefit of the respective Parties and their assigns, transferees, and successors.
- 7. <u>Counterparts</u>. This Agreement may be executed and delivered (including by email or PDF transmission) by the two Parties in separate counterparts, each of which when executed shall be deemed to be an original, but both of which taken together shall constitute one and the same instrument.

[signature page follows]

TRADEMARK
REEL: 008201 FRAME: 0028

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

ASSIGNOR:

ECORE INTERNATIONAL INC. (formerly DODGE-REGUPOL, INC.)

By: Name: Joshua L. Jensen

Title: Treasurer, CFO

ASSIGNEE:

DODGE DELAWARE INC. (formerly DODGE-REGUPOL DELAWARE, INC.)

Ву: ___

Name: Joshua L. Jensen_

Title: President

[Signature page to Assignment of Trademarks]

Schedule A

MARKS

MARK	APP. NO.	REG. NO.
SPECTRAPOUR	75244920	2206155

RECORDED: 08/01/2023

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