

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900785290		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glen Raven, Inc.		07/03/2023	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Strata Geosystems, LLC		
Street Address:	1831 North Park Avenue		
City:	Glen Raven		
State/Country:	NORTH CAROLINA		
Postal Code:	27217		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4252604	SLEEVE-IT	
CORRESPONDENCE DATA			
Fax Number:	2027197049		
<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:	2027197000		
Email:	ckelly@wiley.law		
Correspondent Name:	Christopher Kelly		
Address Line 1:	2050 M Street, N.W.		
Address Line 2:	WILEY REIN LLP		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	79545.1		
NAME OF SUBMITTER:	Christopher Kelly		
SIGNATURE:	/Christopher Kelly/		
DATE SIGNED:	09/18/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Agreement”) is executed as of July 3, 2023, by and between **STRATA GEOSYSTEMS, LLC**, a Delaware limited liability company (“Assignee”), **STRATA SYSTEMS, INCORPORATED**, a Delaware corporation (“Strata (USA)”), and **GLEN RAVEN, INC.**, a North Carolina corporation (“GRI”) and, together with Strata (USA), each, an “Assignor”, and collectively, the “Assignors”).

RECITALS

A. Strata (USA) intends to enter into that certain Stock Purchase Agreement by and among Strata (USA), Strata Geosystems (India) Private Limited (“Strata India”), and the other parties thereto, pursuant to which Strata (USA) will transfer 100% of the equity interests of Strata Geosystems (US), Inc., a Delaware corporation, to Strata India (the “US Stock Sale”).

B. Strata (USA) holds all right, title, and interest in, to and under the patents and patent applications set forth on Schedule 1, any reissues, reexams, divisionals, continuations, or continuations in part thereof, any patents or patent applications that any of the foregoing claim priority thereto, therefrom, or have common priority claims therewith, and any foreign counterparts of any of the foregoing (collectively, the “Strata (USA) Patents”), the trademarks, service marks, and associated registrations identified on Schedule 1 (collectively, the “Strata (USA) Marks”) and the domain names identified on Schedule 1 (collectively, the “Strata (USA) Domain Names”).

C. GRI holds all right, title and interest in, to and under the patents and patent applications set forth on Schedule 2, any reissues, reexams, divisionals, continuations, or continuations in part thereof, any patents or patent applications that any of the foregoing claim priority thereto, therefrom, or have common priority claims therewith, and any foreign counterparts of any of the foregoing (collectively, the “GRI Patents” and, together with the Strata (USA) Patents, the “Patents”), the trademarks, service marks, and associated registrations identified on Schedule 2 (collectively, the “GRI Marks” and, together with the Strata (USA) Marks, the “Marks”) and the domain names identified on Schedule 2 (collectively, the “GRI Domain Names” and, together with the Strata (USA) Domain Names, the “Domain Names”).

D. As a condition to the closing of the US Stock Sale, each Assignor wishes to contribute, assign, transfer, convey and deliver to Assignee, all of such Assignor’s right, title and interest in, to and under the Patents, Marks and Domain Names, and Assignee agrees to accept from each Assignor the Patents, Marks and Domain Names.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Agreement agree as follows:

AGREEMENT

1. Assignment of Patents.

(a) Each Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all liens and encumbrances, all of such Assignor's worldwide right, title, and interest in and to the applicable Patents, including: (a) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements of the Patents, (b) all rights of action pertaining to the Patents, including, without limitation, all rights to sue and collect damages and payments for past, present, and future infringements thereof and the right to fully and entirely stand in the place of the applicable Assignor in all matters related thereto, (c) the right to apply for, claim priority based on, and make filings with respect to the Patents and maintain all registrations, applications and renewals thereof, (d) the right to file counterparts anywhere in the world, and make applications for re-issue, re-examination, divisionals, continuation, continuation-in-part, provisionals and extension with respect to any of the Patents (including rights resulting from any post-grant proceedings relating to any of the foregoing for all jurisdictions throughout the world), (e) the applicable Assignor's right, title and interests in and to the inventions disclosed in the Patents and all applications for patents that may hereafter be filed for inventions embodied by said Patents, and all patents that may be granted for said inventions and (f) all rights under the Paris Convention for the Protection of Industrial Property and Patent Cooperative Treaty.

(b) Each Assignor hereby authorizes the Commissioner for Patents of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or country, to record Assignee as the owner of the Strata (USA) Patents and the GRI Patents, as applicable.

2. Assignment of Marks.

(a) Each Assignor hereby irrevocably assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all liens and encumbrances, all of such Assignor's worldwide right, title, and interest in and to the applicable Marks, including: (i) all of the goodwill associated or connected with the use of, and symbolized by, the Marks, (ii) all registrations obtained by the applicable Assignor for the Marks, including all extensions and renewals thereof, (iii) the right to file any document to maintain the Marks and any associated registrations, (iv) all common law trademark and trade name rights in the Marks, (v) the right to file applications for registration of the Marks worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Marks and collect and retain all damages, settlements and proceeds recovered therefrom; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment had not been made.

(b) Each Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or country, to record Assignee as the owner of the Strata (USA) Marks and the GRI Marks, as applicable.

3. Assignment of the Domain Names.

(a) Each Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all liens and encumbrances, all of such Assignor's right, title and worldwide interest, in and to the applicable Domain Names, including: (i) all related past, present and future causes of action, whether asserted or not, (ii) the right to enforce the rights to the Domain Names, (iii) the right to all income derived from the Domain Names, including the right to all unpaid royalties with respect to the use of the Domain Names, and (iv) all interests, claims, and rights for damages, profits, and other awards by reason of any past infringement, unauthorized use, misappropriation, or other violation of the Domain Names, unfair competition and/or deceptive trade practices related to the Domain Names, and all other related causes of action, and the right to sue therefor; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this assignment had not been made.

(b) Each Assignor agrees to initiate on the date hereof and promptly complete thereafter all steps necessary to transfer the Domain Names from the applicable Assignor to Assignee. Each Assignor further agrees to cooperate fully with the requirements of the respective registrar for the Domain Names and with Assignee to transfer such Assignor's ownership and registration for the Strata (USA) Domain Names and the GRI Domain Names, as applicable, to Assignee.

4. Further Actions. From time to time, as and when requested by Assignee, the Assignors will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions, as Assignee or the governmental agencies or other organizations having jurisdiction over the Patents, Marks and Domain Names may reasonably deem necessary or desirable to (a) obtain legal protection of the Patents, Marks and Domain Names in the United States or in foreign countries; (b) give full effect to and perfect the rights of Assignee under this assignment, including but not limited to executing all documents necessary to register in the name of Assignee the Patents, Marks and Domain Names; and (c) otherwise register, maintain, defend, and enforce the Patents and Marks.

5. Governing Law; Venue. The laws of the State of North Carolina (without regard to those laws involving conflicts or choice of law) shall govern this Agreement and all matters that relate to its interpretation or enforcement. Any legal suit, action or proceeding arising out of or based upon this Agreement may be instituted only in the North Carolina state courts located in the Counties of Alamance or Guilford, or, if under applicable law exclusive jurisdiction over such matters is vested in the federal courts, then in the United States District Court for the Middle District of North Carolina, or in any court to which appeals from any such state or federal court shall be heard, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each party agrees that any suit, action or proceeding will constitute a mandatory complex business case under Chapter 7A, Section 45.4 of the North Carolina General Statutes, as may be amended from time to time, and, if a party initiates such a suit in North Carolina state court otherwise permitted by this section, it must be brought in the North Carolina Business Court as a mandatory complex business case.

6. Amendment. Amendments to this Agreement shall not be binding, valid or enforceable unless they are approved in writing by authorized officers of each of the parties.

7. Binding Effect; Interpretation; Entire Agreement. This Agreement shall be binding upon, and enforceable against, the parties and all of their permitted assignees and successors in title or interest. Captions and headings are used in this Agreement for convenience only and shall not affect its interpretation or enforcement. Any terms such as “hereby,” “herein” and similar references shall be deemed to refer to this Agreement as a whole, rather than to any particular provision. Terms defined in the singular in this Agreement shall be deemed to include their respective plurals, and vice versa. Any prior oral agreements with respect to the subject matter of this Agreement have been integrated into this Agreement as deemed necessary by the parties and are superseded by this Agreement.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (including delivery by facsimile, electronic mail (PDF) or other electronic transmission or original) of signatures to this Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

ASSIGNEE:

STRATA GEOSYSTEMS, LLC, a Delaware limited liability company

By: 

Name: Harold W. Hill

Title: Chief Executive Officer

STRATA (USA):

STRATA SYSTEMS, INCORPORATED, a Delaware corporation

By: 

Name: Harold W. Hill, Jr.

Title: Vice President

GRI:

GLEN RAVEN, INC., a North Carolina corporation

By: 

Name: Harold W. Hill, Jr.

Title: Executive Vice President

TRADEMARK
REEL: 008202 FRAME: 0320

Schedule 2 – GRI Patents, GRI Marks and GRI Domain Names

I. GRI Patents

BK No.	Country	Filing Date	App. No.	Pub. Date/ Issue Date	Pub. No./ Patent No.	Status	Exp. Date	Title
1359.8	United States of America	August 24, 2017	15/685,354	November 15, 2018/February 11, 2020	2018/0327995/ 10,557,247	Issued and Active	February 8, 2038	Reinforcement unit and methods for creating a footing for supporting a structure
1359.8DS	United States of America	August 24, 2017	29/614,916	February 9, 2021	D910,209	Issued and Active	February 9, 2036	Support footing
1359.8GB	United Kingdom	November 11, 2019 (effective filing date May 4, 2018)	GB1916326.0 from PCT/US2018/031134	May 20, 2020	GB2578691	Notice of Intention to Grant	May 4, 2038	Reinforcement unit and methods for creating a footing for supporting a structure

II. GRI Marks

Firm File No.	Owner	Country	Filing Date	Application No.	Registration Date	Registration No.	Status	Mark
79545.1303	GRI	US	4/6/2010	85007283	12/13/2011	4071339	Registered	StrataBase
79545.1185	GRI	US	12/31/1990	74127607	8/4/1992	1705854	Registered	STRATADRRAIN
79545.1242/BR	GRI	Brazil	12/29/2014	908819129	6/19/2018	908819129	Registered	STRATAGRID
79545.1242/IL	GRI	Israel	3/9/2005	179646	11/7/2006	179646	Registered	STRATAGRID
79545.1404	GRI	US	9/21/2020	90196385	4/27/2021	6335021	Registered	STRATAMESH
79545.1375	GRI	US	3/22/2016	86949184	10/3/2017	5302374	Registered	StrataPro
79545.1322/EU	GRI	Madrid	3/1/2018	1445011	3/1/2018	1445011	Registered	SLEEVE-IT

79545.1322\UK	GRI	UK	3/1/2018	1445011	3/1/2018	1445011	Registered	SLEEVE-IT
79545.1322\US	GRI	US	10/3/2011	85438049	12/4/2012	4252604	Registered	SLEEVE-IT

III. GRI Domain Names

SLEEVE-IT.biz
 SLEEVE-IT.net
 SLEEVE-IT.us
 BASEGRIDDIRECT.com
 BIAXIALGRIDDIRECT.com
 BXDIRECT.com
 BXGRIDDIRECT.com
 BXGRIDSDIRECT.com
 ADVANCEDHARDSCAPESOLUTIONS.com
 FENCESLEEVE.com
 SLEEVE-IT.com
 SLEEVEIT.com
 GEOGRID.mobi
 GEOGRID.help
 GEOGRID.adultblock
 SLEEVEIT.adultblock-plus
 STRATATABASE.adultblock
 STRATASLOPE.adultblock
 STRATAWEB.adultblock
 STRATASYSTEMS.company
 ADVANCEDHARDSCAPE.com
 ADVANCEDHARDSCAPES.com
 SLEEVEITS.com
 GEOGRID.com