

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fourfoot, LLC		10/01/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Tetrad Technologies, LLC		
Street Address:	6301 Imperial Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76712		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5959262	FLEXALIGN	
Registration Number:	5959261	FLEXALIGN	
Registration Number:	5914563	PWR-BRIDGE	
Registration Number:	5914557	PWR-BRIDGE	
Registration Number:	5914549	SM-FOAM	
Registration Number:	5914535	SM-FOAM	
Registration Number:	5489522	STEPWELL TECH	
Registration Number:	5489523	STEPWELL TECH	
Registration Number:	2022946	SILICORE	
Registration Number:	1525731	SILICORE	
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:	2143796900		
Email:	tparham@mayerllp.com		
Correspondent Name:	Van E Parham III		
Address Line 1:	750 North Saint Paul Street		
Address Line 4:	Dallas, TEXAS 75201		

OP \$265.00 5959262

NAME OF SUBMITTER:	Van Parham III
SIGNATURE:	/Van E Parham III/
DATE SIGNED:	10/06/2023
Total Attachments: 2 source=Signed Trademark Assignment Agreement 100123#page1.tif source=Signed Trademark Assignment Agreement 100123#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this 1st day of October, 2023 (the “**Effective Date**”) by and between Fourfoot, LLC, a domestic limited liability company organized under the laws of the State of Texas and having its principal place of business at 6301 Imperial Drive, Waco, Texas 76712 (“**Assignor**”) and Tetrad Technologies, LLC, a domestic limited liability company duly organized and existing under the laws of the State of Texas and having its principal place of business at 6301 Imperial Drive, Waco, Texas 76712 (“**Assignee**”).

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. registered trademarks filed with the United States Trademark Office, as listed in attached Exhibit (collectively the “**Marks**”);

B. WHEREAS, the ownership of Assignor and Assignee consist of the same persons or entities; AND

C. WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
2. Assignor represents and warrants that:
 - (i) Assignor owns the entire right, title and interest in and to the Marks;
 - (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
 - (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark rights with respect to the Marks to any other person or entity;
 - (iv) there are no liens or security interests against the Marks;
 - (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - (vi) execution of this Assignment and performance of Assignor’s obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor’s Certificate of Incorporation, Company Agreement, or By-laws.
3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee’s request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor’s expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee’s title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee’s expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee’s rights in the Marks.
4. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee’s use or ownership, or the validity, of the Marks.
5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.
6. Miscellaneous.

(a) This Agreement and Exhibit A constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Texas. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:
 Fourfoot, LLC
 By: 
 Name: JOSEPH ANTONIONI
 Title: CEO


ASSIGNEE:
 Tetrad Technologies, LLC
 By: 
 Name: DAVID B. GRANGER
 Title: PRESIDENT

Exhibit A

Reg/Serial No.	Country	Title/Mark	Registration Date
5959262	United States	FLEXALIGN	January 14, 2020
5959261	United States	FLEXALIGN	January 14, 2020
5914563	United States	PWR-BRIDGE	November 19, 2019
5914557	United States	PWR-BRIDGE	November 19, 2019
5914549	United States	SM-FOAM	November 19, 2019
5914535	United States	SM-FOAM	November 19, 2019
5489522	United States	STEPWELL TECH	June 12, 2018
5489523	United States	STEPWELL TECH	June 12, 2018
2022946	United States	SILICORE	December 16, 1996*
1525731	United States	SILICORE	February 21, 1989**

*Section 8 -- 10 year renewal filed in 2017

**Section 8 -- 10 year renewal filed in 2019