

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trelltex, Inc., dba Texcel		12/01/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Texcel, LLC		
Street Address:	4444 Homestead Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77028		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	97647278	SUPRA	
Registration Number:	7023008	TEXCEL	
Registration Number:	5313004	DAIRY KING	
Registration Number:	5155967	GAMMA	
Registration Number:	5307948	CORNUCOPIA	
Registration Number:	5307947	TEX-STEAM	
Registration Number:	5307946	BALTHAZAR	
Registration Number:	5307945	GROWLER	
Registration Number:	5307944	ELIXIR	
Registration Number:	5933032	SIGMA-DUTY MAX	
Registration Number:	5718724	SIGMA-ULTRAVAC	
Registration Number:	5718723	SIGMA	
Registration Number:	5444525	TERA-GLIDE	
Registration Number:	4640940	TEXCEL	
Registration Number:	4640939	T TEXCEL	
Registration Number:	4640938	T TEXCEL	
Registration Number:	4421141	T TEXCEL GUARANTEE SAME-DAY SHIPPING · E	
Registration Number:	4407028	T TEXCEL AHEAD OF THE CURVE.	
Registration Number:	4138434	T	

OP \$540.00 97647278

Property Type	Number	Word Mark
Registration Number:	4170640	T
Registration Number:	1678005	TEXCE

CORRESPONDENCE DATA

Fax Number: 2158325337
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: 215-569-5337
Email: lisa.spaniel@blankrome.com
Correspondent Name: Lisa Casey Spaniel
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Lisa Casey Spaniel
SIGNATURE:	/lisa casey spaniel/
DATE SIGNED:	12/01/2023

Total Attachments: 5
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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (the “*Assignment*”) is dated December 1, 2023, by and between Texcel, LLC, a Delaware limited liability company (“*Assignee*”) and Trelttx, Inc., dba Texcel, a Texas corporation (“*Assignor*”).

BACKGROUND

Assignor owns rights in the Company Intellectual Property, including, without limitation, all copyrights, domain names and marks used in or needed for the operation of the Company Business as conducted as of the date hereof. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 1, 2023 (the “*Purchase Agreement*”), by and among Assignor, the Owners, Ed Nasta in his individual capacity and as the Sellers’ Representative and Assignee, as amended from time to time, pursuant to which Assignor has agreed to execute and deliver this Assignment and assign all of its right and title, to the extent it has any, in and to the Company Intellectual Property to Assignee.

AGREEMENT

Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agree as follows:

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Assignment.

2.1 Assignment. Upon the terms and subject to the conditions set forth in the Purchase Agreement, effective as of the Closing, Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in and to the Company Intellectual Property, free and clear of Liens, together with all goodwill in connection therewith and Assignor does not reserve any rights in any of the Company Intellectual Property. Assignor hereby waives any and all paternity, integrity, moral and other similar rights that it may have now, or in the future, in the works of authorship that are embodied in the Company Intellectual Property. For the avoidance of doubt, the right, title and interest in and to the Company Intellectual Property, together with all goodwill in connection therewith, of any wholly owned subsidiary of Assignor is being sold, transferred, conveyed, assigned and set over to Assignee.

2.2 Recordation. Assignor authorizes the Register of Copyrights of the United States, the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefor, to record Assignee as the owner of the Company Intellectual Property and to issue all registrations for the Company Intellectual Property, to be in the name of Assignee (as set forth in Section 2.1 above), as Assignee of the Company Intellectual Property, for the sole use of Assignee in accordance with the terms of this Assignment.

2.3 Rights that Cannot Be Assigned. If Assignor has any rights in the Company Intellectual Property that cannot be assigned to Assignee in accordance with this Section 2, then Assignor hereby grants to Assignee an exclusive, fully paid, royalty-free, perpetual, irrevocable, transferable, unlimited, license, with the right to sublicense, worldwide, in all media, now existing or created in the future, for all versions and elements, and in all languages, to use, copy, distribute, create derivative works

of, publicly perform, publicly display, digitally perform, practice the methods of, make, have made, import, export, offer for sale and sell copies embodying, such Company Intellectual Property, for the entire duration of such rights. If Assignor has any such rights that cannot be assigned or licensed to Assignee in accordance with this Section 2, then Assignor hereby waives the enforcement of such rights.

3. Further Assurances.

3.1 Power of Attorney. In the event Assignee is unable for any reason, after using its reasonable best efforts, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3 with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to Assignee any and all claims, of any nature whatsoever, which it now or may hereafter have for infringement of any Company Intellectual Property assigned hereunder.

3.2 Assignment of Agreements. Assignor agrees that, upon the request of Assignee, it shall, take such actions as are reasonably necessary to allow Assignee to obtain the benefits of and assume the obligations under any agreement between Assignor and any of its current or former employees or consultants related to its rights in and to the Company Intellectual Property (each such agreement, an "IP Contract"). Such actions shall include the assignment of the applicable IP Contract to Assignee to the extent necessary for Assignee to enforce the terms of and assert any claim under the applicable IP Contract with respect to Assignee's rights in or to the Company Intellectual Property.

3.3 Additional Documentation. Following the date hereof, Assignor agrees to execute documents, and take other reasonable acts as identified herein or as Assignee is advised by Assignee's counsel are necessary to transfer to Assignee the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Company Intellectual Property and all rights assigned hereunder.

4. Miscellaneous.

4.1 Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Company Intellectual Property included in the Purchased Assets, are incorporated herein by reference. 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. The conveyance and/or license from the Assignor to Assignee hereunder shall not include any of the Excluded Contracts.

4.2 Enforceability. This Assignment is being executed by Assignor and Assignee and shall be binding upon each of them, and their respective successors and consented-to assigns, for the uses and for purposes above set forth and referred to, and shall be effective as of the date hereof. This Assignment is for the sole and exclusive benefit of Assignor and Assignee and their respective successors and consented-to assigns, and nothing herein is intended or shall be construed to confer upon any Person other than Assignor and Assignee and their respective successors and consented-to assigns any right, remedy or claim under or by reason of this Assignment or any term hereof.

4.3 Amendment. This Assignment may only be amended or supplemented by written

instrument duly executed by each of the parties hereto.

4.3 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law rule.

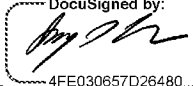
4.4 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by e-mail, .PDF or other means of electronic transmission (including without limitation, DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signatures Page Follows]

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

ASSIGNEE:

TEXCEL, LLC

DocuSigned by:

By: _____
4FE030657D26480...
Name: Gary D. Beinke
Title: Vice President & Authorized Person

ASSIGNOR:

TRELLTEX, INC., DBA TEXCEL

By: _____
Name: Eduardo I. Nasta
Title: Chief Executive Officer and President

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

ASSIGNEE:

TEXCEL, LLC

By: _____

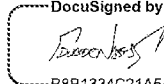
Name: Gary D. Beinke

Title: Vice President & Authorized Person

ASSIGNOR:

TRELLTEX, INC., DBA TEXCEL

DocuSigned by:



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Name: Eduardo I. Nasta

Title: Chief Executive Officer and President

[Signature Page to Intellectual Property Assignment]