

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM866450

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Applied Felts, Inc.		12/22/2023	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	W.E. Rawson Limited		
<b>Street Address:</b>	Castle Bank Mills, Portobello Road		
<b>City:</b>	Wakefield		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	WF1 5PS		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6260024	APPLIED FELTS YOUR SUCCESS IS OUR SUCCES	
<b>Registration Number:</b>	3713854	APPLIED FELTS YOUR SUCCESS IS OUR SUCCES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4049626588		
<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>			
<b>Phone:</b>	404-885-3155		
<b>Email:</b>	trademarks@troutman.com		
<b>Correspondent Name:</b>	Austin Padgett, Esq.		
<b>Address Line 1:</b>	600 Peachtree Street, NE, Suite 3000		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>ATTORNEY DOCKET NUMBER:</b>	217750.000065		
<b>NAME OF SUBMITTER:</b>	Shannon Falloon		
<b>SIGNATURE:</b>	/shannon falloon/		
<b>DATE SIGNED:</b>	01/08/2024		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into and shall be effective as of December 22, 2023 (the "Effective Date"), by and between Applied Felts, Inc., a Virginia corporation ("Transferor") and W.E. Rawson Limited, a private limited company formed under the laws of the United Kingdom ("Transferee" or "Seller").

### RECITALS

WHEREAS, Vortex Companies, LLC, a Delaware limited liability company ("Vortex"), Transferee, and Applied Felts Limited, a private limited company formed under the laws of the United Kingdom ("Applied Felts"), among others, have entered into an Equity Purchase Agreement, dated as of December 22, 2023 (the "EPA"), pursuant to which, *inter alia*, Applied Felts has agreed to sell to Vortex, and Vortex has agreed to purchase from Applied Felts, the Equity Interests (as defined in the EPA), upon the terms and subject to the conditions set forth in the EPA;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing (as defined in the EPA);

WHEREAS, Transferor owns the Transferred Marks (as defined below);

WHEREAS, Transferor desires to hereby assign and transfer to the Transferee, and the Transferee desires to hereby accept, all of the Transferor's right, title, and interest in and to the Transferred Marks in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Assignment, the amount of one U.S. dollar (US\$1) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. For purposes of this Assignment, the following terms shall have the following meanings: (a) "Marks" means any and all trademarks, service marks, trade dress, domain names, social media handles, brand names, corporate, trade, and business names, certification marks, logos, slogans and other indicia of origin, whether registered or unregistered, and all registrations, applications, extensions and renewals for the same (including all translations, adaptations, derivations, and combinations of the foregoing), and all goodwill of the business connected with the use of and symbolized by the foregoing. (b) "Transferred Marks" means any and all Marks containing "APPLIED FELTS", "Applied Felts", "AF", the Applied Felts logo or any confusingly similar Marks thereto, including the registrations set forth in **Schedule A** attached hereto, together with any goodwill associated with any of the foregoing, all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, and any and all claims and causes of action with respect to any of the foregoing.

2. Assignment. As of the Effective Date, Transferor hereby transfers, conveys and assigns to Transferee, and Transferee hereby accepts, all of Transferor's right, title, and interest in and to the Transferred Marks.

3. Recordation. Transferor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Transferred Marks to the Transferee as owner of all right, title and interest therein, or otherwise as the Transferee may direct, in accordance with the terms of this Assignment. Transferor shall, at Transferee's sole cost and expense, execute and deliver all such further

assignments or other instruments of conveyance and transfer as Transferee, its successors and assigns may request that are reasonably necessary to effect the transfer of the Transferred Marks to Transferee.

4. Successorship. This Assignment shall inure to the benefit of and be binding upon the parties hereto. The covenants of each party hereto contained herein shall survive the execution and delivery of this Assignment.

5. Counterparts. This Assignment may be executed in several counterparts and via electronic or pdf signature, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Assignment may be delivered by facsimile and by scanned pdf image.

6. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to the conflicts of law rules thereof.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

TRANSFEROR:

APPLIED FELTS, INC.

By: 

Name: Alexander Johnson

Title: President

TRANSFeree:

W.E. RAWSON LTD.


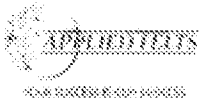
By: 

Name: Alexander Johnson

Title: Managing Director

[Signature Page to Assignment Agreement]

**Schedule A**

#	Mark	App. No. / Filing Date	Reg. No. / Issue Date	Jurisdiction	Current Owner of Record	Status
1.		88953505 / 06/08/2020	6260024 / 02/02/2021	U.S.	Applied Felts, Inc.	Registered
2.		77421668 / 03/13/2008	3713854 / 11/24/2009	U.S.	Applied Felts, Inc.	Registered