

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schramm Inc.		10/03/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Schramm II, Inc.		
Street Address:	800 East Virginia Avenue		
City:	West Chester		
State/Country:	PENNSYLVANIA		
Postal Code:	19380		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	0639297	ROTADRILL	
Registration Number:	2811561	TELEMAST	
Registration Number:	1889607	SCHRAMM	
Registration Number:	3314173	I-CONTROL	
Registration Number:	3553285	LOADSAFE	
Registration Number:	3802184	AIR-CONTROL	
Registration Number:	4983637	SCHRAMM RIG ID INSTANT DOCUMENTATION	
Registration Number:	5686625	FURY	
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:	703.837.3932		
Email:	mpaul@stites.com		
Correspondent Name:	Mari-Elise Paul		
Address Line 1:	1800 Diagonal Rd., Suite 325		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	Mari-Elise Paul		
SIGNATURE:	/mari-elise paul/		

OP \$215.00 0639297

DATE SIGNED:	01/28/2024
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Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment Agreement"), effective as of October 3, 2019 ("Effective Date"), is between Schramm II, Inc., a Delaware corporation ("Company"), and Schramm Inc., a Pennsylvania corporation ("Assignor"). Assignor and Company collectively shall be referred to herein as the "Parties" and each, individually, as a "Party".

A. Pursuant to that certain Asset Purchase Agreement dated as of June 24, 2019 (as it may be amended, restated or otherwise modified from time to time, the "Purchase Agreement"), by and between Company and Seller, Seller has agreed to sell, transfer, assign, convey and deliver to Company, all of the Seller's right, title and interest in and to all Acquired Assets (as defined in the Purchase Agreement), including all Intellectual Property (as defined in the Purchase Agreement) owned by Seller, upon the terms and subject to the conditions set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, the execution and delivery of this Intellectual Property Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement.

C. Assignor is willing to assign all rights Assignor may have in and to all Intellectual Property on the terms and subject to the conditions set forth in this Assignment Agreement.

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

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to the Company, its successors and assigns, all of Assignor's worldwide right, title and interest in and to all work and all intellectual property rights owned by Assignor, including without limitation all worldwide right, title and interest in and to all of the following:

(a) utility patents, utility model patents, design patents and industrial designs and inventors' certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including] the patents and patent applications identified in Exhibit A attached hereto (the "Patents"), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors' certificates, industrial property

protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) trademarks, service marks, certification marks, trade dress, logos, slogans, trade names, service names, brand names, Internet domain names, social media accounts, and all other source or business identifiers and general intangibles of a like nature, including the trademarks, trademark registrations, trademark applications and domain names identified in Exhibit A (the "Trademarks"), all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignor to which the Trademarks pertain, all goodwill associated with any of the foregoing, and any other trademark, service mark or trade dress confusingly similar to any of the foregoing;

(c) rights associated with works of authorship, including software, databases, websites, exclusive exploitation rights, mask work rights, copyrights database and design rights, whether or not registered or published, including the copyrights, mask works and registrations and applications therefor identified in Exhibit A, all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) trade secrets, know-how and other proprietary and confidential information, including inventions (whether or not patentable), invention disclosures, improvements, algorithms, source code, data analytics, methods, processes designs, drawings, customer lists, supplier lists and financial information, including the trade secrets identified in Exhibit A;

(e) all other intellectual property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing (collectively, the "Intellectual Property"), the same to be held and enjoyed by Company, its successors and assigns and all embodiments and fixations of any of the foregoing and all related documentation;

(f) all of Assignor's right to file patent, trademark and copyright applications in the United States and throughout the world for the Intellectual Property in the name of the Company, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Intellectual Property, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement,

misappropriation or other violation of rights related to the Intellectual Property, and all rights corresponding thereto throughout the world for the Intellectual Property rights assigned herein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Company and to record Company as owner of the Patents and Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Company, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide the Company, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by the Company to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid the Company or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Intellectual Property in all jurisdictions and to record the Company as owner of the Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Company, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will do all things necessary, proper or advisable to reasonably assist the Company in transferring all domain names that are Intellectual Property, including as applicable, placing each of the domain names in "unlocked" status and provide to Company the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor's right, title and interest in the domain names to Company.

5. General.

(a) Entire Agreement. This Assignment Agreement, together with the Purchase Agreement, constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof, except for the Related Agreements. In the event of a conflict between this Assignment Agreement and the Purchase Agreement, the Purchase Agreement shall take precedence.

(b) Succession and Assignment. This Assignment Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Governing Law; Jurisdictions. This Assignment Agreement shall in all aspects 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 laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws. The Parties agree that any Litigation

one Party commences against any other Party pursuant to this Assignment Agreement shall be brought exclusively in the Bankruptcy Court; provided that if the Bankruptcy Court is unwilling or unable to hear any such Litigation, then the courts of the State of Delaware, sitting in New Castle County, and the federal courts of the United States of America sitting in the State of Delaware shall have exclusive jurisdiction over such Litigation.

(d) Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

CONFIDENTIAL
Kaitlin.Pert@pinsentmasons.com
2023-05-26 01:10 GMT
IP: 155.190.54.4

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

SCHRAMM INC.

By: _____

Name: CEA G. MAYMAN
Title: PRESIDENT

SCHRAMM II INC.

By: _____

Name: Lloyd Trotter
Title: Managing Partner

Assignment and Assumption Agreement

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

SCHRAMM INC.

By: _____
Name:
Title:

SCHRAMM II INC.

By: Lloyd Trotter
Name: Lloyd Trotter
Title: Managing Partner, President and Officer

EXHIBIT A

Intellectual Property

Patents: Patent Applications

Name of Owner	Title	Patent No.	Issue date	App. No.	App. Date
Schramm, Inc.	Electronically controlled earth drilling rig	US7350593	01/04/2008	11593860	11/07/2006

Trademarks: Trademark Registrations, Trademark Applications

Name of Owner	Trademark	Serial #	Reg. Date	Reg. #	App. Date	Status	Country
Schramm, Inc.	FURY	87207205	02/26/2019	5686625	10/18/16	Registered	United States
Schramm, Inc.	SCHRAMM 3D ID INSTANT DOCUMENTATION and Design 	86103216	12/06/2022	4983637	10/28/2013	Registered	Unites States
Schramm, Inc.	TELEMAST	76462720	02/03/2004	2811561	10/29/2002	Registered	Unites States
Schramm, Inc.	SCHRAMM	74397382	04/18/1995	1889607	06/01/1993	Registered	Unites States
Schramm, Inc.	ROTAPRICE	71692274	01/01/1957	0639297	08/01/1955	Registered	Unites States
Schramm, Inc.	I-CONTROL	78780913	10/16/2007	3514473	12/27/2005	Registered	Unites States
Schramm, Inc.	LOADSAFE	77439919	12/30/2008	3553285	04/04/2008	Registered	Unites States
Schramm, Inc.	AIR-CONTROL AND DESIGN 	77787233	06/15/2010	3802184	07/22/2009	Registered	Unites States
Schramm, Inc.	LOADSAFE	1472226	01/05/2011	TMA786477	03/08/2010	Registered	Canada

Name of Owner	Trademark	Serial #	Reg. Date	Reg. #	App. Date	Status	Country
Schramm, Inc.	I-CONTROL	1476393	01/27/2011	TMA788879	04/09/2010	Registered	Canada
Schramm, Inc.	AIR-CONTROL I and Design 	1478422	11/01/2011	TMA810803	04/26/2010	Registered	Canada
Schramm, Inc.	BREAKING GROUND, BUILDING TRUST	1477885	04/26/2013	TMA849548	04/22/2010	Registered	Canada
Schramm, Inc.	FEEL THE ENERGY	1591535	12/10/2013	TMA867026	08/24/2012	Registered	Canada
Schramm, Inc.	SCHRAMM RIG ID INSTANT DOCUMENTATION and Design 	1650724	01/12/2016	TMA923753	11/05/2013	Registered	Canada
Schramm, Inc.	TELEMAST	1298028	08/20/2007	TMA694325	04/18/2006	Registered	Canada
Schramm, Inc.	SCHRAMM	1298026	07/17/2008	TMA704919	04/18/2006	Registered	Canada
Schramm, Inc.	LOADSAFE	1357682	04/22/2010	1357682	04/22/2010	Registered	Australia
Schramm, Inc.	SCHRAMM	601210	04/27/1993	601210	04/27/1993	Registered	Australia
Schramm, Inc.	SCHRAMM RIG ID INSTANT DOCUMENTATION and Design 	1590763	11/12/2013	1590763	11/12/2013	Registered	Australia
Schramm, Inc.	TELEMAST	1557489	04/22/2010	1557489	04/22/2010	Registered	Australia
Schramm, Inc.	SCHRAMM	898609	07/19/2010	890893	03/19/2010	Registered	Chile
Schramm, Inc.	ROTADRILL	4578898	01/21/2008	4578898	04/01/2005	Registered	China
Schramm, Inc.	SCHRAMM	51812526	12/14/2021	51812526	12/02/2020	Registered	China
Schramm, Inc.	TELEMAST	4578897	01/21/2008	4578897	04/01/2005	Registered	China

Copyrights: Copyright Registrations

None.

Trade Secrets

None.

CONFIDENTIAL
Kaitlin.Pert @ pinsentmasons.com
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IP: 155.190.54.4