

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI41811

<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>
OmniMax International, LLC		12/14/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Knotwood Pty Ltd.		
<b>Street Address:</b>	7/63 Burnside Rd		
<b>City:</b>	Stapylton		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	4207		
<b>Entity Type:</b>	Proprietary Limited Company: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98054972	KNOTWOOD	
<b>Registration Number:</b>	6245808	KNOTWOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8582720220		
<b>Email:</b>	trademarks@ipla.com		
<b>Correspondent Name:</b>	Benjamin S. White		
<b>Address Line 1:</b>	4445 Eastgate Mall, Suite 200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>NAME OF SUBMITTER:</b>	NICOLE HEGYI		
<b>SIGNATURE:</b>	NICOLE HEGYI		
<b>DATE SIGNED:</b>	02/21/2024		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “*IP Assignment*”), effective as of December 14, 2023 (the “*Effective Date*”), is entered into by and between OmniMax International, LLC, a Delaware limited liability company (f/k/a OmniMax International, Inc.) (“*OmniMax*”) and Knotwood Pty Ltd., an Australian proprietary limited company (“*Knotwood*”). Capitalized terms used in this IP Assignment and not otherwise defined shall have the meaning assigned to such terms as set forth in the Termination Agreement (as defined below).

### RECITALS

**WHEREAS**, OmniMax and Knotwood have entered into that certain Termination and Mutual Release Agreement, dated as of even date herewith the (the “*Termination Agreement*”), pursuant to which, among other things, OmniMax and Knotwood have terminated those certain Knotwood Transaction Documents upon the terms and subject to the conditions set forth in the Termination Agreement; and

**WHEREAS**, Under the terms of the Termination Agreement, OmniMax has agreed to convey, transfer, and assign to Knotwood, the Assigned IP (as such term is defined in the Termination Agreement and, for convenience, a list of such Assigned IP is attached hereto as Exhibit A).

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing premises and representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OmniMax hereby, sells, conveys, transfers, assigns, and delivers to Knotwood, and Knotwood hereby acquires and accepts from OmniMax, all of OmniMax’s rights, titles, and interests in, to, and under the Assigned IP, including, without limitation, all goodwill associated therewith. As of the Effective Date, Knotwood hereby assumes full and complete responsibility for the prosecution, defense, enforcement, and/or any other necessary or desirable actions in connection with the Assigned IP and shall hold OmniMax harmless from any and all costs, damages, liabilities, and expenses that may be incurred by Omnimax in connection with any action or failure to act by Knotwood relating to same.

2. Recordation and Further Actions. OmniMax hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights at the Office of Public Records and Repositories, any relevant domain name registries, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Knotwood. Following the date hereof, upon Knotwood’s reasonable request, OmniMax shall take such steps and actions, and provide such cooperation and assistance to Knotwood and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Knotwood, or any assignee or successor thereto, in each case at Knotwood’s expense and cost. Any expenses or costs incurred by OmniMax in connection with the matters described in this Section 2 shall be promptly reimbursed by Knotwood.

3. Terms of Termination Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Termination Agreement, to which reference is made for a further statement of the rights and obligations of OmniMax and Knotwood with respect to the Assigned IP. In the event of any conflict or inconsistency between the terms of the Termination Agreement and the terms hereof, the terms of the Termination Agreement shall govern.

4. Representation and Warranty. Each party hereto represents and warrants that it is duly authorized to execute this IP Assignment. Except for the express representation and warranty being made by the parties in this Section 4, neither party nor any other Person have made or makes any other representation or warranty, express or implied, either written or oral, on behalf of either party or the subject matter of this IP Assignment.

5. Amendment and Modification. This IP Assignment may not be amended, modified, or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

7. Assignment. This IP Assignment will be binding upon and inure to the benefit of and be enforceable by the successors and permissible assigns of OmniMax and Knotwood. This IP Assignment and any rights and obligations under this IP Assignment will not be assigned or otherwise transferred by either party to this IP Assignment (by operation of Law or otherwise) without the prior written consent of the other party to this IP Assignment, which consent will not unreasonably be withheld, conditioned or delayed; *provided, however*, that OmniMax may assign this IP Assignment (including its rights and obligations): to (a) any of its Affiliates; or (b) to any Person that succeeds to all or substantially all of OmniMax's assets or the assets of the business unit of OmniMax to which this IP Assignment relates, whether by sale, merger, operation of law, or otherwise, in each case of clauses (a) and (b) without the consent of Knotwood.

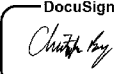
8. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Any judicial proceeding involving any dispute, controversy or claim arising out of relating to this IP Assignment or the transactions contemplated hereby shall be brought only in a federal or, if jurisdiction is not available in federal court, state court located in the State of Georgia, Fulton County. Each of the parties hereto: (a) unconditionally accepts the exclusive jurisdiction of such courts and any related appellate court and irrevocably agrees to be bound by any judgment rendered thereby; and (b) irrevocably waives and objection such party may now or hereafter have as to the venue or any such proceeding brought into such a court or that such court is an inconvenient forum. Each of the parties hereto hereby irrevocably waives trial by jury in any judicial proceeding to which they are parties involve a dispute.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, OmniMax and Knotwood have duly executed and delivered this IP Assignment as of the Effective Date.

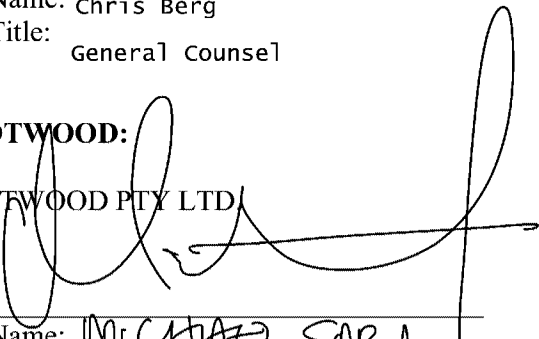
**OMNIMAX:**

OMNIMAX INTERNATIONAL, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
F69D941337CC452...  
Name: Chris Berg  
Title: General Counsel

**KNOTWOOD:**

KNOTWOOD PTY LTD

  
By: \_\_\_\_\_  
Name: MICHAEL SABA  
Title: DIRECTOR - TEAM SERVIANT

**EXHIBIT A**  
**ASSIGNED IP**

1. The following registered trademarks, including all issuances, extensions and renewals thereof:

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
KNOTWOOD	United States	87696897	November 26, 2017	6245808	January 12, 2021
KNOTWOOD	Mexico	1990552	December 20, 2017	1864872	March 22, 2018
KNOTWOOD	Nepal	078363	December 24, 2018	N/A	N/A

2. The following trademark applications, including all issuances, extensions and renewals thereof:

<b>Trademark Application</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
KNOTWOOD	Canada	1857022	September 12, 2017	Pending	Pending
KNOTWOOD & DESIGN	Canada	2265676	June 23, 2023	Pending	Pending
KNOTWOOD & DESIGN	Mexico	2971653	June 23, 2023	Pending	Pending
KNOTWOOD (STYLIZED)	United States	98054972	June 22, 2023	Pending	Pending

3. The following registered copyright, including all issuances, extensions and renewals thereof:

<b>Copyright</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
KNOTWOOD PRODUCTS.	United States	N/A	N/A	VA0002167747	February 11, 2019

4. The following domain names:

- a. iknotwood.com
- b. knotwood.com
- c. knotwood.de
- d. knotwood.fr
- e. knotwood.in
- f. knotwood.mx

g. knotwood.us  
h. knotwooddesign.com  
i. knotwoodpro.ca  
j. knotwoodpro.co  
k. knotwoodpro.co.uk  
l. knotwoodpro.com  
m. knotwoodpro.de  
n. knotwoodpro.fr  
o. knotwoodpro.in  
p. knotwoodpro.mx  
q. knotwoodpro.net  
r. knotwoodpro.us  
s. myknotwood.ca  
t. myknotwood.co  
u. myknotwood.co.uk  
v. myknotwood.com  
w. myknotwood.de  
x. myknotwood.fr  
y. myknotwood.in  
z. myknotwood.mx  
aa. myknotwood.net  
bb. myknotwood.us  
cc. weknotwood.com