

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM197068

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900839188		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Portadam, Inc.		02/26/2024	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Company Name:	Water Diversion, LLC		
Street Address:	3082 S. Black Horse Pike		
City:	Williamstown		
State/Country:	NEW JERSEY		
Postal Code:	08094		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77257686	"YOUR BEST DAM OPTION"	
Serial Number:	90681139	FLOODDEFENDER	
Serial Number:	90681109	FLOODFIGHTER	
Serial Number:	85369142	PORTADAM	
Serial Number:	90798987	PORTADAM	
Serial Number:	76022428	PORTADAM	
Serial Number:	98091352	WATER CONTROL SOLUTIONS	
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:	7373018778		
Email:	cgarbade@mwe.com		
Correspondent Name:	McDermott Will & Emery LLP		
Address Line 1:	2501 North Harwood Street		
Address Line 2:	Suite 1900		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	097885-0089		
NAME OF SUBMITTER:	Crystle Garbade		

SIGNATURE:	Crystle Garbade
DATE SIGNED:	03/15/2024
Total Attachments: 6 source=Portadam-TMAssignment#page1.tif source=Portadam-TMAssignment#page2.tif source=Portadam-TMAssignment#page3.tif source=Portadam-TMAssignment#page4.tif source=Portadam-TMAssignment#page5.tif source=Portadam-TMAssignment#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the “**Assignment**”) is effective as of February 26, 2024 (the “**Effective Date**”), by and between Water Diversion, LLC, a Delaware limited liability company (“**Assignee**”) and Portadam, Inc., a Delaware corporation (“**Assignor**”).

WHEREAS, Assignor owns the trademarks identified on **Exhibit A** to this Agreement, together with the goodwill of the business associated therewith (collectively, the “**Trademarks**”); and

WHEREAS, pursuant to the terms of that certain Intellectual Property Assignment dated as of the Effective Date by and among Assignor and Assignee (the “**Agreement**”), Assignor has agreed to transfer and assign, and has transferred and assigned, all of its right, title and interest in and to the Trademarks to Assignee.

NOW THEREFORE, for the good and valuable consideration set forth in the Agreement and the mutual promises and obligations set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers and assigns to Assignee, all of Assignor’s right, title and interest, in and to the Trademarks, and all of the goodwill of the business associated with the use of, and symbolized by, the Trademarks, provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A hereto, the transfer of such applications accompanies, pursuant to that certain Asset Purchase Agreement by and among Assignor, Assignee, and the other parties thereto, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing, and all registrations and pending applications for the Trademarks, any renewals of the registrations, in all countries throughout the world, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “**Commissioner**”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Trademarks, to record this Assignment. Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Trademarks or derived therefrom to Assignee as assignee of the entire interest therein.

3. This Assignment is in all respects subject to the provisions of the Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Agreement.

4. Assignor will execute further papers and to do such other acts as may be necessary or requested by Assignee to (a) vest full title in and to the Trademarks in Assignee, or (b) obtain, renew, issue or enforce the Trademarks.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

6. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:
Portadam, Inc.

ASSIGNEE:
Water Diversion, LLC

By: *Jyothish Daniel*

By: _____

Name: Jyothish Daniel

Name: Michael Smith

Title: Chief Executive Officer

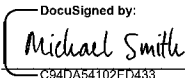
Title: Secretary

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:
Portadam, Inc.

ASSIGNEE:
Water Diversion, LLC

By: _____

By:  _____
C94DA54102ED433...

Name: Jyothish Daniel



Name: Michael Smith

Title: Chief Executive Officer

Title: Secretary

EXHIBIT A
The Trademarks

Country	Mark	App. No. / Reg. No.	Owner
United States (Federal)	"YOUR BEST DAM OPTION"	RN: 3525297 SN: 77257686	Portadam, Inc. (Delaware Corporation)
United States (Federal)	FLOODDEFENDER	RN: 7133877 SN: 90681139	Portadam, Inc. (Delaware Corporation)
United States (Federal)	FLOODFIGHTER	RN: 7133876 SN: 90681109	Portadam, Inc. (Delaware Corporation)
United States (Federal)	PORTADAM and Design 	RN: 4392832 SN: 85369142	Portadam, Inc. (New Jersey Corporation)
United States (Federal)	PORTADAM	RN: 6793342 SN: 90798987	Portadam, Inc. (Delaware Corporation)
United States (Federal)	PORTADAM	RN: 2533611 SN: 76022428	Portadam, Inc. (Delaware Corporation)
United States (Federal)	WATER CONTROL SOLUTIONS and Design 	SN: 98091352	Portadam, Inc. (Delaware Corporation)
Canada	FLOODDEFENDER	AN: 2142563	Portadam, Inc.
Canada	FLOODFIGHTER	AN: 2142564	Portadam, Inc.
Canada	PORTADAM	AN: 2144516	Portadam, Inc.
Canada	PORTADAM and Design	RN: TMA880831 AN: 1614665	Portadam, Inc.

Country	Mark	App. No. / Reg. No.	Owner
			
Canada	<p data-bbox="456 365 732 426">WATER CONTROL SOLUTIONS and Design</p> 	AN: 2288285	Portadam, Inc.

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