

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404040

<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>
T.D. Williamson, Inc.		06/09/2016	Corporation: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ecotec International Holdings, LLC		
<b>Street Address:</b>	2695 West Kingfisher Lane		
<b>City:</b>	Jackson		
<b>State/Country:</b>	WYOMING		
<b>Postal Code:</b>	83001		
<b>Entity Type:</b>	Limited Liability Company: WYOMING		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4760768	INSPECTRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<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>	949-760-0404		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	Jessica C. Sganga		
<b>Address Line 1:</b>	2040 Main Street, 14th Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>NAME OF SUBMITTER:</b>	Jessica C. Sganga		
<b>SIGNATURE:</b>	/Jessica C. Sganga/		
<b>DATE SIGNED:</b>	11/01/2016		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of January 9, 2016 is made by T.D. Williamson, Inc., an Oklahoma corporation, located at 6120 South Yale, Suite 1700, Tulsa, Oklahoma 74136-4235, and TDW Delaware, Inc., a Delaware corporation, located at 1100 Market Street, Suite 780, Wilmington, Delaware 19801 (together, the "Assignors"), in favor of Ecotec International Holdings, LLC ("Assignee"), a Wyoming limited liability company, located at 2695 West Kingfisher Lane, Jackson, Wyoming 83001.

WHEREAS, Assignee wishes to obtain all of Assignors' rights, title and interest in and to the Assigned IP (as defined herein).

NOW THEREFORE, The parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, all of Assignors' rights, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto, all current or later filed patents that issue from such patent applications or invention disclosures, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed and claimed in any of the foregoing (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) registrations of the internet domain name, set forth on Schedule 3 hereto, whether or not incorporating Assignors' trademarks, registered to Assignors in any generic top level domain by any authorized private registrar or governmental authority;

(d) the copyright registrations and applications for registration and exclusive copyright licenses set forth on Schedule 4 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(e) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

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(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for, or otherwise seek, such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignors hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto. As of the Effective Date, Assignor has executed the following assignments, powers of attorney, and other documents, set forth on Exhibit A attached hereto, as deemed necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee.

3. Representations and Warranties. Assignors hereby represent and warrant to Assignee that, as of the Effective Date:

(a) all required filings and fees related to the Assigned IP have been timely filed with and paid to the corresponding entities or agencies in any applicable jurisdictions and other relevant governmental authorities and authorized registrars, and all Assigned IP are otherwise in good standing. Assignors have provided Assignee with true and complete copies of all file histories, documents, certificates, office actions, correspondence and other materials related to the filing, prosecution, and issuance of all the Assigned IP.

(b) To Assignors' knowledge, the Assigned IP are valid and enforceable by Assignors in all applicable jurisdictions, and are not subject to any threat or claim to the contrary. Assignors own all right, title and interest in and to the Assigned IP, and the inventions and improvements disclosed and claimed therein, free and clear of liens, security interests and other encumbrances. Assignors are in full compliance with all legal requirements applicable to the Assigned IP and Assignors' ownership and use thereof.

(c) The Schedules attached hereto contain true and complete lists identifying all the Assigned IP, including the date, title and parties for each agreement;

(d) Assignors have provided Assignee with true and complete copies (or in the case of any oral agreements, a complete and accurate written description) of all the Assigned IP, including all modifications, amendments and supplements thereto and waivers thereunder;

(e) all the Assigned IP are valid, binding and enforceable between Assignors and the other parties thereto, and Assignors and such other parties are in full compliance with the terms and conditions of the Assigned IP;

(f) Assignors possess, and have the full right, power and authority to assign and transfer to Assignee all of Assignors' rights, title and interest in and to the Assigned IP;

(g) To Assignors' knowledge, (i) no person has infringed, misappropriated or otherwise violated, or is infringing, misappropriating or otherwise violating, any of the Assigned IP; and (ii) the practice of the Assigned IP does not and will not infringe, misappropriate, dilute or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law.

4. 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 to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, 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.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Oklahoma, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction).

[SIGNATURE PAGE(S) FOLLOWS]

IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNORS:

T.D. WILLIAMSON, INC.

By: 

Name: Robert D. McGrew

Title: President & CEO

TDW DELAWARE, INC.

By: 

Name: Tolly M. Baker

Title: Vice President

AGREED TO AND ACCEPTED:

ASSIGNEE:

ECOTEC INTERNATIONAL HOLDINGS,  
LLC

By: 

Name: Jamie Torking

Title: CEO

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SIGNATURE PAGE

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

TRADEMARK  
REEL: 005912 FRAME: 0765







SCHEDULE 3

T.D. WILLIAMSON, INC. ASSIGNED TRADEMARKS REGISTRATIONS AND  
TRADEMARK APPLICATIONS:

1. INSPECTRA - United States Trademark Reg. No. 4,760,768

■ [REDACTED]  
■ [REDACTED]  
■ [REDACTED]  
■ [REDACTED]  
■ [REDACTED]  
■ [REDACTED]  
■ [REDACTED]



