

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469032

<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>
WaterShield LLC		02/28/2018	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WS Acquisition, LLC		
<b>Street Address:</b>	5891 Nolan Street, Unit 1		
<b>City:</b>	Arvada		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80003		
<b>Entity Type:</b>	Limited Liability Company: KANSAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3815605	WATERSHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3038630223		
<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>	303-863-9700		
<b>Email:</b>	mtrudell@sheridanross.com		
<b>Correspondent Name:</b>	Miriam D. Trudell		
<b>Address Line 1:</b>	1560 Broadway, Suite 1200		
<b>Address Line 2:</b>	Sheridan Ross P.C.		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	4534-17		
<b>NAME OF SUBMITTER:</b>	Jeanette E. Sinclair		
<b>SIGNATURE:</b>	/jeanette sinclare/		
<b>DATE SIGNED:</b>	04/09/2018		
<b>Total Attachments: 7</b>			
source=Assignment Agreement WaterShield to WS Acquisition#page1.tif			
source=Assignment Agreement WaterShield to WS Acquisition#page2.tif			
source=Assignment Agreement WaterShield to WS Acquisition#page3.tif			

CH \$40.00 3815605

source=Assignment Agreement WaterShield to WS Acquisition#page4.tif

source=Assignment Agreement WaterShield to WS Acquisition#page5.tif

source=Assignment Agreement WaterShield to WS Acquisition#page6.tif

source=Assignment Agreement WaterShield to WS Acquisition#page7.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”) is made effective as of February 28, 2018 (the “Effective Date”) by and between WaterShield LLC, a Colorado limited liability company (“Assignor”) and WS Acquisition, LLC, a Kansas limited liability company (“Assignee”) (individually referred to herein as the “Party” and collectively referred to herein as the “Parties”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated the date hereof (the “APA”), pursuant to which Assignor agreed to transfer, sell, and convey to Assignee all of the Assets and Intellectual Property Assets owned by Assignor, and pursuant to the transaction contemplated by the APA, Assignor must transfer to Assignee its entire right, title, and interest in, to and under the patents and patent applications listed in the attached Exhibit A (the “Patents”), the trademark listed in the attached Exhibit B (the “Mark”), the domain name listed in the attached Exhibit C (the “Net Name”), and other intellectual property;

WHEREAS, Assignee desires to obtain the entire right, title, and interest in, to and under the Patents, Mark, Net Name, and other intellectual property from Assignor;

WHEREAS, capitalized terms used but not defined in this IP Assignment shall have the respective meanings ascribed to such terms in the APA.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration and subject to all of the terms, conditions, disclosures and limitations of APA, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Patent Assignment. Assignor hereby assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed to Assignee the entire right, title, and interest in, to and under the Patents, including all inventions and discoveries disclosed therein or encompassed thereby, all provisional and non-provisional applications relating to the Patents or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all divisionals, continuations, continuations-in-part, extensions, reexaminations and reissues relating thereto, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions.

2. Authorization to File Patent Applications. Assignor hereby authorizes Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in Assignor’s name or in the name of Assignee or otherwise as Assignee may deem advisable, under any treaty, convention or otherwise.

3. Mark Assignment. Assignor hereby assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed to Assignee the entire right, title, and interest in, to and under the Mark, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions.

4. Net Name Assignment. Assignor hereby assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed to Assignee the entire right, title, and interest in, to and under the Net Name, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions.

5. Covenant to Transfer Net Name. Assignor covenants, agrees and undertakes to take all steps requested by Assignee which are reasonably necessary to effect such assignment and transfer in accordance with the domain name transfer procedures of the applicable registrar(s) for the Net Name, including executing applicable domain name registrar transfer agreements or documents, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable, all without further compensation to Assignor. If, due to applicable registrar rules or regulations, a domain name registration cannot be assigned, the Parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, Assignor shall maintain such domain name registration in full force and effect, and operate such domain at Assignee's direction, including pointing the domain to another site selected by Assignee. Assignee shall bear the reasonable costs associated with such maintenance and operation.

6. General Intellectual Property Assignment. Assignor hereby assigns and transfers to Assignee all right, title and interest in and to any additional intellectual property rights, including, without limitation, any assumed fictional business names, trade names, unregistered trademarks, trade dress, service marks, applications, inventions and discoveries that may be patentable, Copyrights, Trade Secrets, and Confidential Information of Assignor relating to any of the Assets (collectively, "Other Intellectual Property Assets").

7. Representations and Warranties. Assignor represents and warrants that it is the sole and exclusive owner of all right, title, and interest in, to and under the Patents, Mark, and Net Name and that it has the full power, right, and authority to enter into this IP Assignment. Assignor further represents and warrants that it has not entered into any contract or made any commitments that will or may impair Assignee's rights hereunder and that the Patents, Mark, Net Name, and Other Intellectual Property Assets constitute all of the intellectual property owned by Assignor that is currently being used by Assignee.

8. Further Assurances. Assignor covenants, agrees and undertakes to take all reasonable steps requested by Assignee, all assignments, lawful oaths and any other papers which are reasonably necessary for assigning to Assignee any and all of the Patents, Mark, Net Name, and Other Intellectual Property Assets, all without further compensation to the Assignor.

9. Recording of Assignment. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer the Patents and Mark to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

10. Assignee Obligations to Record Assignment. Assignee shall be responsible for, at Assignee's sole cost and expense, (i) preparing all documents required by the United States Patent & Trademark Office ("USPTO") to transfer ownership of the Patents and Mark to Assignee, (ii) ensuring all documents are in a format accepted by the USPTO, and (iii) and paying all recording costs charged by the USPTO associated with the recording of such documents.

11. Assistance in Proceedings. Assignor agrees that it is hereby legally bound, upon request and at the expense of Assignee or its successors or assigns or a legal representative thereof, to supply all information and evidence of which Assignor has knowledge or possession relating to the Patents, Mark, Net Name, and Other Intellectual Property Assets (and the business identified by the Patents, Mark, Net Name, and Other Intellectual Property Assets), and to testify in any legal proceeding relating thereto.

12. Attorney-in-Fact. In order to vest the aforesaid Patents, Mark, Net Name, and Other Intellectual Property Assets, and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto, Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution in Assignor's name and stead, but for Assignee's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient. . This includes any rights with respect to the Patents, Mark, Net Name, and Other Intellectual Property Assets that may have accrued in Assignor's favor up to the Effective Date. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

13. Jurisdiction Service of Process. Any Proceeding arising out of or relating to this IP Assignment may be brought in the courts of the State of Colorado, County of Denver, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Colorado, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court and agrees not to bring any Proceeding arising out of or relating to this IP Assignment in any other court. The Parties agree that they may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

14. Governing Law. This IP Assignment will be governed by and construed under the laws of the State of Colorado without regard to conflicts-of-laws principles that would require the application of any other law.

15. Execution of Agreement. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this IP Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this IP Assignment as to the Parties and may be used in lieu of the original IP Assignment for all purposes. Signatures of the Parties transmitted by facsimile or by e-mail shall be deemed to be their original signatures for all purposes.

*[Signature page follows.]*


IN WITNESS WHEREOF, the Parties have executed this IP Assignment as of the Effective Date.

**ASSIGNOR:**

**ASSIGNEE:**

**WaterShield LLC**

**WS Acquisition, LLC**

By:   
Name: Michael H. Ledde  
Title: MANAGER

By: \_\_\_\_\_  
Name: Michael D. Wedel  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed this IP Assignment as of the Effective Date.

**ASSIGNOR:**

**WaterShield LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**WS Acquisition, LLC**

By: Michael D Wedel  
Name: Michael D. Wedel  
Title: Chief Executive Officer

**EXHIBIT A**

**Patents**

<b>Patent Title</b>	<b>Country</b>	<b>Patent No.</b>	<b>Serial No.</b>	<b>Filing Date</b>
Hose Nozzle Apparatus and Method	US	6,089,474	09/233,615	January 19, 1999
Hose Nozzle Apparatus and Method	US	7,097,120	10/306,273	November 27, 2002
Hose Nozzle Apparatus and Method	US	8,002,201	12/172,249	July 13, 2008
Fluid Control Device and Method for Projecting a Fluid	US	9,004,376	12/172,566	July 14, 2008
Adjustable Smooth Bore Nozzle	US	8,882,002	13/186,884	July 20, 2011
Adjustable Smooth Bore Nozzle	US	9,259,746	14/536,865	November 10, 2015

**Patent Applications**

<b>Patent Application Title</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>
Fluid Control Device and Method for Projecting a Fluid	US	14/685,070	April 13, 2015



**EXHIBIT B**

**Mark Registration**

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Registration Date</b>
WATERSHIELD	US	3,815,605	July 06, 2010