

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483762

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900452495		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Encompass Inspections LLC		04/13/2018	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ground Penetrating Radar Systems, LLC		
<b>Street Address:</b>	7540 New West Road		
<b>City:</b>	Toledo		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43617-4200		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4662376	ENCOMPASS INSPECTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125212875		
<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>	3125212775		
<b>Email:</b>	ipdocket@muchshelist.com		
<b>Correspondent Name:</b>	ADAM K SACHAROFF		
<b>Address Line 1:</b>	191 N Wacker Drive, Suite 1800		
<b>Address Line 2:</b>	MUCH SHELIST, PC		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	0014985.0001		
<b>NAME OF SUBMITTER:</b>	ADAM K SACHAROFF		
<b>SIGNATURE:</b>	/adamksacharoff/		
<b>DATE SIGNED:</b>	07/30/2018		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made as of April 13, 2018, by and between Ground Penetrating Radar Systems, LLC, a Delaware limited liability company (the “Purchaser”), and Encompass Inspections LLC, an Arizona limited liability company (the “Seller”, and together with the Purchaser, the “Parties”).

### RECITALS

A. The Seller, the Purchaser, and the members of the Seller are entering into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), whereby the Seller is selling all of its Intellectual Property to the Purchaser, including but not limited to, the Intellectual Property listed on Schedule A, attached hereto (the “Transferred Intellectual Property”). Capitalized terms used herein but not defined shall have the meanings set forth in the Purchase Agreement.

B. This Assignment is being executed and delivered pursuant to Section 7.1(c) and Section 7.2(c) of the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Transfer of the Transferred Intellectual Property. The Seller hereby sells, assigns, conveys, transfers and delivers the Transferred Intellectual Property and all of the Seller’s right, title and interest therein and thereto unto the Purchaser and its successors and assigns.

2. Grant of Rights to the Transferred Intellectual Property. The Seller grants, conveys, transfers, alienates and assigns to the Purchaser, for and throughout the world, the Seller’s rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (a) rights to file and register the Transferred Intellectual Property in the Purchaser’s name with any Government Entity; (b) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any Government Entities throughout the world; (c) rights to sue for, collect and retain damages predicated on present or future infringements of the Transferred Intellectual Property, as well as all other claims and rights to damages associated with the Transferred Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (d) goodwill associated with the business of the Transferred Intellectual Property.

3. Further Assurances. The Seller shall execute, acknowledge and deliver to the Purchaser such further instruments and documents which relate to the Transferred Intellectual Property as set forth in this Assignment as the Purchaser may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of the Purchaser’s exclusive rights to the Transferred Intellectual Property and all claims or rights thereunder.

4. No Retained Rights. The Seller’s assignment of the Transferred Intellectual Property to the Purchaser under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) of Seller in the Transferred Intellectual Property, whether currently

existing or arising or recognized in the future. The Seller does not reserve or retain any right, title or interest in the Transferred Intellectual Property.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

6. Conflicts. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement. In the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.


7. Counterparts. This Assignment may be executed in two or more counterparts, and it is not necessary that signatures of all parties appear on the same counterpart, but such counterparts together will constitute a single binding agreement between and among all parties. Counterparts may be executed by hand or by any electronic signature. Executed counterparts may be delivered via facsimile, electronic mail, or other similar transmission method, and any executed counterpart so delivered will be valid and effective for all purposes. No party will raise the use of any electronic signature (including www.docusign.com) or the use of a facsimile machine, electronic mail, or other similar transmission method as a means to deliver a signature to this Assignment (or any amendment hereto or thereto) as a defense to the formation or enforceability of a contract and each party forever waives any such defense.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**PURCHASER:**

GROUND PENETRATING RADAR SYSTEMS, LLC, a Delaware limited liability company

By:   
Name: Matthew J. Aston  
Title: President

**SELLER:**

ENCOMPASS INSPECTIONS LLC, an Arizona limited liability company

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

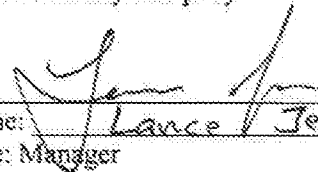
**PURCHASER:**

GROUND PENETRATING RADAR SYSTEMS,  
LLC, a Delaware limited liability company

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

**SELLER:**

ENCOMPASS INSPECTIONS LLC, an Arizona  
limited liability company

By:  \_\_\_\_\_  
Name: Lance Jehn  
Title: Manager

SCHEDULE A

TRANSFERRED INTELLECTUAL PROPERTY

Registered Trademark:

1. Encompass Inspections®

Unregistered Trademark:

1. The logo for Encompass Inspections features the word "ENCOMPASS" in a bold, sans-serif font. The letter "O" is replaced by a diamond shape filled with a cross-hatch pattern. Below "ENCOMPASS" is the word "INSPECTIONS" in a smaller, all-caps, sans-serif font. The entire logo is rendered in a dark, textured style.