

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551060

<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>
Cicoil, LLC		09/30/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TPC WIRE & CABLE CORP.		
<b>Street Address:</b>	9600 Valley View Road		
<b>City:</b>	Macedonia		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44056		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3358706	CICOIL	
<b>Registration Number:</b>	5702983	CICOIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>	6124927000		
<b>Email:</b>	plarson@fredlaw.com		
<b>Correspondent Name:</b>	Patricia A. Larson, Senior Paralegal		
<b>Address Line 1:</b>	Fredrikson & Byron, P.A.		
<b>Address Line 2:</b>	200 S. Sixth Street, Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Patricia A. Larson		
<b>SIGNATURE:</b>	/Patricia A. Larson/		
<b>DATE SIGNED:</b>	11/26/2019		
<b>Total Attachments: 14</b>			
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**ARTICLE I**  
**DEFINITIONS**

The meanings of capitalized terms used in this Agreement shall be as set forth in Schedule A.

**ARTICLE II**  
**PURCHASE AND SALE**

2.1 **Purchase and Sale; Contributed Units.** Subject to the terms and conditions set forth in this Agreement, at the Closing, (a) the Members hereby sell, assign, transfer and convey to Buyer the Transferred Units, free and clear of all Liens and with no restrictions on the voting or transfer thereof, other than any restrictions created or incurred by Buyer, and Buyer hereby purchases and acquires the Transferred Units, in consideration of the payment to the Members of the cash Purchase Price therefor, and (b) the Lind Trust hereby contributes to Parent the Contributed Units, free and clear of all Liens and with no restrictions on the voting or transfer thereof, other than any restrictions created or incurred by Parent, and Parent hereby accepts and acquires the Contributed Units, in exchange for the Parent Units, to be issued to the Lind Trust. Immediately after the contribution of the Contributed Units to Parent, Parent will cause to be contributed all of the Contributed Units to Buyer.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

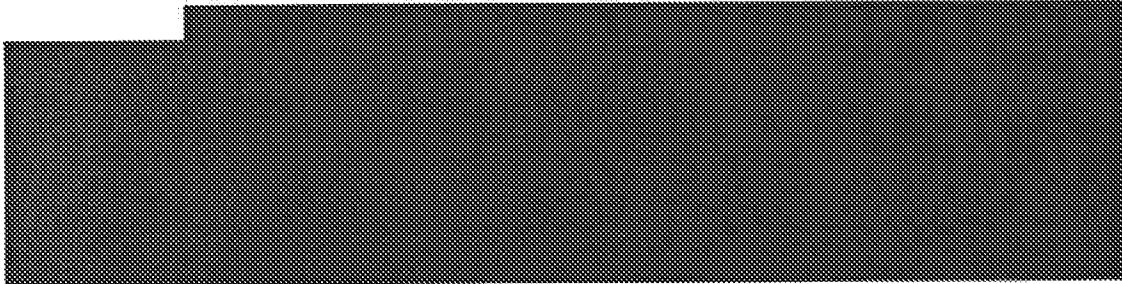
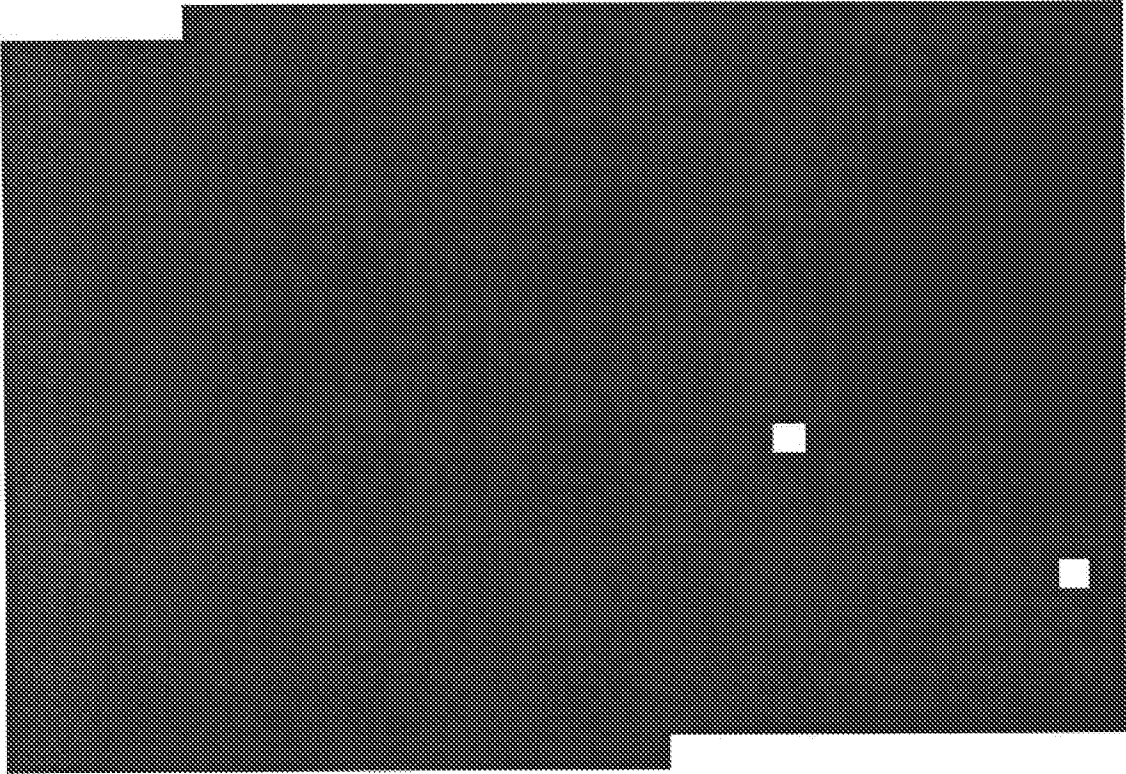
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[Pages 4 - 15 omitted for redaction purposes]



3.13 Intellectual Property.

3.13.1. Set forth on Section 3.13.1 of the Disclosure Schedule is a complete list of all (i) Company Owned IP that is subject to any issuance, registration or application by or with any Governmental Authority or authorized private registrar in any jurisdiction (“Registered IP”); and (ii) material unregistered trademarks and Company Software. The Company’s rights in the Company Owned IP are valid and enforceable and all of the Registered IP is subsisting and in full force and effect. Each item of Registered IP has not been and is not involved in any opposition, cancellation, interference, reissue, reexamination or other similar proceeding. The Company is not subject to any license, or royalty or other payment obligation, relating to any product or service that the Company now markets or has marketed in the past three years. The Company is the owner of record of all Registered IP.



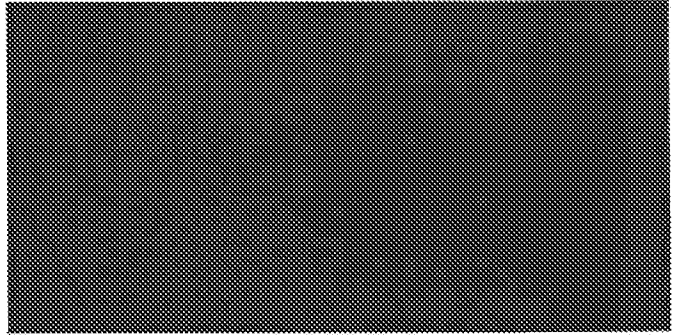
[Pages 17-57 omitted for redaction purposes]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed, all as of the date first written above.

BUYER:

TPC WIRE & CABLE CORP.

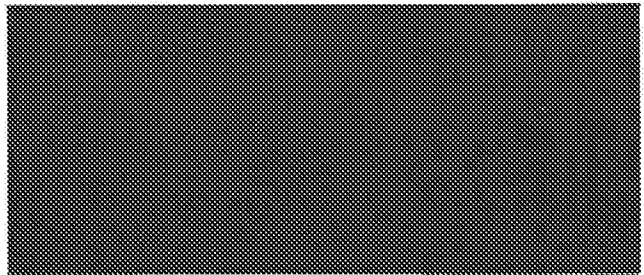
By   
Name: Jeffrey T. Crane  
Title: Chief Executive Officer



COMPANY:

CICOIL, LLC

By \_\_\_\_\_  
Name: Howard Lind  
Title: CEO





IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed, all as of the date first written above.

**BUYER:**

**TPC WIRE & CABLE CORP.**

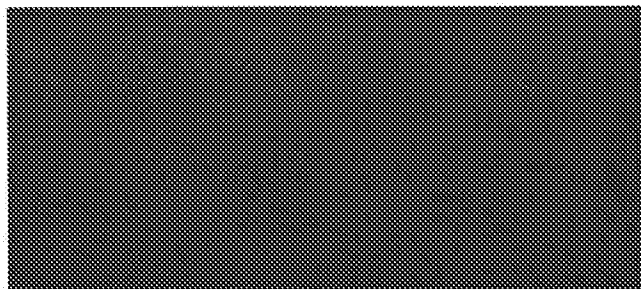
By \_\_\_\_\_  
Name: Jeffrey T. Crane  
Title: Chief Executive Officer



**COMPANY:**

**CICOIL, LLC**

By \_\_\_\_\_  
Name: Howard Lind  
Title: CEO





[Pages 73 - 77 omitted for redaction purposes]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**“Intellectual Property”** means all of the following in any jurisdiction throughout the world: (i) all patents, patent applications (including originals, divisionals, continuations, continuations-in-part, extensions, revisions, reexaminations and reissues thereof), patent disclosures, inventions and invention disclosures (whether or not patentable); (ii) all trademarks, service marks, trade dress, trade names, corporate names, logos, slogans, and all other indicia of origin (and all translations, transliterations, adaptations, derivations and combinations of the foregoing) and Internet domain names, franchises, and all registrations, applications and renewals for any of the foregoing together with all goodwill associated with each of the foregoing (collectively, **“Trademarks”**); (iii) all works of authorship (whether or not copyrightable), copyrights and copyrightable works (including “look-and-feel”), mask works and moral rights, and all registrations, applications and renewals for any of the foregoing (collectively, **“Copyrights”**); (iv) all data, databases and database rights; (v) all



[Pages 80 - 91 omitted for redaction purposes]

**Schedule 3.13 Intellectual Property**

**3.13.1:**

1. United States Patent No.: US 7,678,998 B2 for Cable Assembly, issued March 16, 2010.
2. United States Patent No.: US 8,375,572 B2 for Method for Creating a Silicone Encased Flexible Cable, issued February 19, 2013.
3. United States Patent No.: US 8,598,461 B2 for Flexible Self Supporting Encased Silicone Cable System and Method, issued December 3, 2013.
4. United States Patent No.: US 8,595,922 B2 for Flexible Silicone Cable System Integrated with Snap Washer, issued December 3, 2013.
5. United States Patent No.: US 9,293,901 B2 for Method for Creating a Silicone Encased Flexible Cable, issued March 22, 2016.
6. Patent Application No. 16/155,812 filed October 9, 2018 for Cable Configurator, related to original filing of U.S Serial Number 14/460,950 for Custom Flat Cable Configurator filed on August 15, 2014.
7. Application/Patent No. 12/119,199, FILED May 21, 2009.
8. Patent Application No. 60/931,179.
9. Domain Names: (i) cicoil.com; (ii) flat-cables.com; (iii) flexxtrak.com, and (iv) flexx-track.com.
10. U.S. Trademark Registration for "CICOIL" (i) registration number 3,358,706, registered December 25, 2007, which has been canceled, and (ii) registration number 5,702,983, registered March 19, 2019.
11. Flat Cable Configurator online software app.
12. Unregistered trade names used by the Company in connection with various product lines and related branding, advertising, marketing and website materials:
  - EZ-Flexx™
  - FlexRail™
  - Flexx-Sil™
  - GlideRite™
  - SlideRite™
  - StripMount™
  - SuperTuff™
  - The Clear Choice™
13. The Company has the following social media accounts:
  - [www.facebook.com/cicoil](http://www.facebook.com/cicoil)

- [www.linkedin.com/company/cicoil-corporation/](http://www.linkedin.com/company/cicoil-corporation/)
- [www.twitter.com/cicoil](http://www.twitter.com/cicoil)
- [www.youtube.com/cicoil](http://www.youtube.com/cicoil)

3.13.3: None.

3.13.4: None.

3.13.7: The Company's Flat Cable Configurator online software app utilizes Open Source Software licenses under the following terms: Apache 2.0, MySQL, PHP v3.01.

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