

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Master Locators, Inc.		08/01/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Ground Penetrating Radar Systems, LLC		
Street Address:	7540 New West Rd.		
City:	Toledo		
State/Country:	OHIO		
Postal Code:	43617		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4383242	MASTER LOCATORS	
Registration Number:	5199406	THE FIRST STEP TO A SMARTER JOB SITE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	44769-2		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	05/15/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is made as of August 1, 2019, by and between Ground Penetrating Radar Systems, LLC, a Delaware limited liability company (the “**Purchaser**”), and Master Locators, Inc., a Pennsylvania corporation (the “**Seller**”, and together with the Purchaser, the “**Parties**”).

RECITALS

A. The Seller, the Purchaser, and the stockholders 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 used, held for use or necessary for the operation and conduct of the Purchased Business 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(d) 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. In furtherance of, and pursuant to, the Purchase Agreement, 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 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, at the Purchaser’s sole expense.

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 any number of counterparts, including electronic (portable document format (.pdf)) and facsimile counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one agreement.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to choice of law provisions. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the State of Delaware, and each of the parties hereto expressly and irrevocably waives the right to a jury trial.

[SIGNATURE PAGE FOLLOWS]

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

PURCHASER:

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

By: 

Name: Matthew F. Aston

Title: President

SELLER:

MASTER LOCATORS, INC., a Pennsylvania
corporation

By: _____

Name: Kyle Sareyka

Title: President

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment 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:

MASTER LOCATORS, INC., a Pennsylvania
corporation

By: 

Name: Kyle Sareyka

Title: President

SCHEDULE A

TRANSFERRED INTELLECTUAL PROPERTY

U.S. Trademark Registration No. 85788147, MASTER LOCATORS

U.S. Trademark Registration No. 85788147, THE FIRST STEP TO A SMARTER JOB SITE

Unregistered common law trademark rights in MASTER LOCATORS



Unregistered common law trademark rights in:

Unregistered common law trademark rights in: The First Step to a Smarter Project

Domain Name: <https://masterlocators.com>

Material Software: Technician Mobile App

Material Software: Supervisor Mobile App