

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMAGETEK Inc.		07/15/2020	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	IMAGETEK OPERATIONS LLC		
Street Address:	433 Broadway, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3810900	AUTOMATE. INTEGRATE. ACCELERATE.	
CORRESPONDENCE DATA			
Fax Number:	8883340879		
<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:	212-967-1800 x103		
Email:	seth@bryantrabbino.com		
Correspondent Name:	B. Seth Bryant		
Address Line 1:	650 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	B. Seth Bryant		
SIGNATURE:	/B. Seth Byant/		
DATE SIGNED:	07/28/2020		
Total Attachments: 10			
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Intellectual Property Assignment

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into this 15th day of July 2020, by and between IMAGETEK, INC, an Iowa corporation ("Assignor"), and IMAGETEK OPERATIONS LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, in connection with an Asset Purchase Agreement (the "**Purchase Agreement**") dated as of June 8, 2020, by and between Assignor and Assignee, Assignee has agreed to purchase substantially all of the assets of the Assignor; and

WHEREAS, as a condition to the Closing, the parties have agreed to execute and deliver this Agreement setting forth various terms with respect to the Assigned Intellectual Property (as defined below);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

Article 1

Definitions

1.1. The following capitalized terms, as used in this Agreement, shall have the respective meanings set forth below:

"**Assigned Agreements**" means any and all license agreements (to the extent there are any) relating to the Assigned Intellectual Property.

"**Assigned Copyrights**" means any and all copyrights in and to the materials listed on Exhibit A hereto, together with the goodwill of the business pertaining thereto.

"**Assigned Intellectual Property**" means, collectively, (a) the Assigned Copyrights, (b) the Assigned Patents, (c) the Assigned Trademarks, and (d) the goodwill and all other intangible assets currently owned by the Assignor associated with the Assignor's Business (as defined in the Purchase Agreement), including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes.

"**Assigned Patents**" means the patents and patent applications listed on Exhibit B attached hereto, including U.S. Patent Applications currently filed and U.S. Patents issuing on any of the above-mentioned applications.

"**Assigned Trademarks**" means (i) the trademarks listed on Exhibit C hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill connected with the use thereof and symbolized thereby.

1.2. Capitalized terms used but not defined herein shall have the meanings provided to such terms in the Purchase Agreement.

Article 2

Assignment

2.1. **Assignment.** Assignor hereby irrevocably conveys, sells, transfers and assigns to Assignee all of Assignor's rights, titles and interests throughout the world in and to (a) the Assigned Intellectual Property, (b) all income and royalties hereafter due or payable to Assignor with respect to the

Assigned Intellectual Property, (c) all damages and payments for past or future infringements and misappropriations of the Assigned Intellectual Property, and (d) all rights to sue for past, present and future infringements or misappropriations of the Assigned Intellectual Property, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for copyright, patent, trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Assigned Intellectual Property, and including any priority right that may have arisen from Assignor's use of the Assigned Intellectual Property and/or prior ownership of the registration for such Assigned Intellectual Property).

2.2. License Agreements. Assignor hereby irrevocably conveys, sells, transfers and assigns to Assignee all of Assignor's rights and obligations under the Assigned Agreements, and Assignee accepts such assignment and assumes and agrees to pay and perform, when due, all obligations under the Assigned Agreements.

2.3. Authorization. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights, and any other official throughout the world whose duty is to register and record ownership in copyright applications or copyrights, patent applications or patents, and trademark applications or trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Assigned Copyrights, Assigned Patents and Assigned Trademarks.

2.4. Further Assurances. Assignor agrees to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee pursuant to this Agreement.

2.5. Taxes. Assignee shall be solely responsible for any and all expenses related to this Agreement and enforcement of any property rights transferred hereby, including attorneys' fees and patent office fees in any jurisdiction, due on or after the date hereof, and relating to: (i) enforcing any property rights associated with the Assigned Intellectual Property; or (ii) further recordation of ownership of the Assigned Intellectual Property. Assignor shall not be obligated to assist in prosecution or maintenance of the Assigned Intellectual Property other than as required to apply for a nonprovisional patent on the same process or method as described on the Assigned Intellectual Property.

Article 3

Miscellaneous Provisions

3.1. Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

3.2. Amendments; Waivers. This Agreement may not be modified or amended except by a written instrument signed by the parties. In addition, no waiver of any provision of this Agreement shall be binding unless set forth in a writing signed by the party granting the waiver. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.

3.3. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and be deemed given when sent by electronic mail or delivered by hand or received by registered or certified mail, postage prepaid, or by nationally recognized overnight courier service addressed to

the party to receive such notice at the following address or any other address substituted therefor by notice pursuant to these provisions:

If to the Assignor to:

Imagetek, Inc.
804 SW Crescent Court
Grimes, IA 50111
Email: tkruzan@gmail.com
Attention: Ted Kruzan

With a copy (which shall not constitute notice):

Brown, Winick, Graves, Gross, Baskerville and Schoenebaum, P.L.C.
666 Grand Avenue,
Suite 2000 Ruan Center
Des Moines, IA 50309
Email: crs@brownwinick.com
Attention: Christopher R. Sackett

If to the Assignee to:

Imagetek Operations LLC
c/o The HiGro Group I, LLC
433 Broadway, 5th Floor
New York, NY 10013
Email: ernest.lyles@higrogroup.com
Attention: Ernest Lyles

With a copy to (which shall not constitute notice):

Bryant Rabbino LLP
650 Fifth Avenue
Suite 3300
New York, NY 10019
Email: seth@bryantrabbino.com
Attention: B. Seth Bryant, Esq.

3.4. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without reference to its rules of conflicts of laws.

3.5. **Enforcement.** Any disputes under this Agreement, shall be governed by the dispute resolution provisions of the Asset Purchase Agreement. If any party shall institute legal action to enforce or interpret the terms and conditions of this Agreement or to collect any monies under it, venue for any such action shall be Chicago, Illinois. Each party irrevocably consents to the jurisdiction of the courts located in Chicago, Illinois for all suits or actions arising out of this Agreement. Each party hereto waives to the fullest extent possible, the defense of an inconvenient forum, and each agrees that a final judgment in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

3.6. **Waiver of Jury Trial.** EACH OF THE UNDERSIGNED DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR RELATING OR INCIDENTAL HERETO.

3.7. **Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

3.8. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

3.9. **Entire Agreement.** This Agreement, together with the Purchase Agreement, contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

3.10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement. Photocopies, facsimile transmissions, or email transmissions of Adobe portable document format files (also known as "PDF" files) of signatures shall be deemed original signatures and shall be fully binding on the parties to the same extent as original signatures.

3.11. **Discretion over Prosecution.**

Assignee, as the acquiror of Assignor's right, title, and interest in all rights to sue for past, present and future infringements or misappropriations of the Assigned Intellectual Property, shall have sole discretion over whether to file any claim against a third party for any infringement or unlawful use of the Assigned Intellectual Property, or to defend any action or suit brought concerning any right, title, or interest in the Assigned Intellectual Property.

3.12. **Records.** In the event that Assignee files a claim against a third party for infringement or unlawful use of the Assigned Intellectual Property and such third party alleges that Assignor granted such third party or its affiliates a valid license or claims other immunity from suit, Assignor agrees to, upon a written request from Assignee that includes a detailed description of the claim and reasonably sufficient documentation relied upon by such third party to support such allegations, unless prohibited by law or contractual obligation, provide Assignee with any and all records, documentation or communications in its possession or reasonably available to Assignor and relevant to enforcing Assignee's ownership rights in such action or claim.

3.13. **No Oral Modification.** No amendment or modification to the terms contained herein shall be valid or binding on the parties unless made in writing and signed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

ASSIGNOR:

IMAGETEK, INC

By: _____

Ted Kruzan

Title: CEO

Notary Acknowledgment

STATE OF name of State) Iowa

ss.:

COUNTY OF name of County) Polk

On 7-15-2020 before me, Ted Kruzan, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)



Agreed and Accepted:

ASSIGNEE:

IMAGETEK OPERATIONS LLC

By: _____

Printed Name: _____

Title: _____

Notary Acknowledgment

STATE OF name of State)

ss.:

COUNTY OF name of County)

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

ASSIGNOR:

IMAGETEK, INC.

By: _____

Ted Kruzan

Title: CEO

Notary Acknowledgment

STATE OF name of State)
COUNTY OF name of County)

ss.:

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


WITNESS my hand and official seal.

Signature _____ (Seal)

Agreed and Accepted:

ASSIGNEE:

IMAGETEK OPERATIONS LLC

By: 
Printed Name: Clifford Kruzan
Title: CEO

Notary Acknowledgment

STATE OF name of State)
COUNTY OF name of County)

ss.:

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

A-1 ASSIGNED COPYRIGHTS (UNITED STATES COPYRIGHT OFFICE)

None.

A-2 ADDITIONAL ASSIGNED COPYRIGHTS

All common law copyrights associated with all photographs, videos, commentary and content available at www.imagetek-inc.com, as well as all copyrights in content and marketing materials for Imagetek Inc.'s products, including copyrights in all associated drafts and source materials for all such content and marketing materials.

EXHIBIT B
ASSIGNED PATENTS

None.

EXHIBIT C

ASSIGNED TRADEMARKS

“AUTOMATE. INTEGRATE. ACCELERATE.” (Registration No. 3810900)

“RADIX” (Registration has expired)

Any and all other common law trademarks used in, or relating to, Imagetek, Inc.’s Business (as defined in the Purchase Agreement) prior to the date of this Agreement.