

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zia Systems, LLC		03/01/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Vortex Technology Group, LLC		
Street Address:	18150 Imperial Valley Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77060		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4117044	ZIA SYSTEMS	
Registration Number:	4110970	CIPPI	
CORRESPONDENCE DATA			
Fax Number:	5045856907		
<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:	504-566-8607		
Email:	bjanke@bakerdonelson.com		
Correspondent Name:	Benjamin W. Janke		
Address Line 1:	201 St. Charles Ave, Suite 3600		
Address Line 4:	New Orleans, LOUISIANA 70170		
NAME OF SUBMITTER:	Benjamin W. Janke		
SIGNATURE:	/s/ /Benjamin W. Janke/		
DATE SIGNED:	03/10/2021		
Total Attachments: 5			
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TRADEMARKS AND GOODWILL ASSIGNMENT AGREEMENT

This Trademarks and Goodwill Assignment Agreement (“**Assignment**”) is effective as of March 1, 2021 (the “**Effective Date**”) from Zia Systems, LLC, an Ohio limited liability company (“**Assignor**”), to Vortex Technology Group, LLC, a Delaware limited liability company (“**Assignee**”). The Assignor and the Assignee are sometimes referred to collectively herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement of even date herewith (the “**Agreement**”), under which Assignor is required to assign all of the Assignor’s Trademarks (as defined therein), and all accessions, additions, replacements, and substitutions thereto, including all tradenames, Trademarks, service marks (whether registered, applied for, or used under common law), including the Goodwill, and all rights and proceeds associated therewith, all as more fully described in Exhibit “A” hereto (the “**Trademarks**”); and

WHEREAS, the Assignor is the sole and rightful owner of the Trademarks; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor’s right, title, and interest in and to the Trademarks; and

WHEREAS, the Parties hereto wish to enter into this Assignment for the purpose of causing the transfer of ownership and assignment of the Trademarks from the Assignor to the Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1 Assignment and Sale. Effective as of the Effective Date, the Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor’s business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for Trademarks registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademarks Office, the Delaware Secretary of State, and any other applicable jurisdictions outside the United States to record the transfer of the registration set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to upon the request of Assignee: (a) cooperate with Assignee in the protection of the Trademarks rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

Section 2 Further Assurances. Subject to the terms and conditions of the Agreement, each of the Parties will use their best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to consummate and make effective the transfer of the Trademarks hereunder, including without limitation the filing of assignments with the United Stated Patent and Trademarks Office and other applicable federal or state governmental agencies, including but not limited to the Delaware Secretary of State, or the taking of other actions necessary or advisable, to transfer all registered Trademarks to Assignee's name, including without limitation those set forth in any exhibit or schedule hereto, and to provide whatever information or documentation is requested by Assignee with respect to the Trademarks. From time to time after the date hereof, Assignor will execute and deliver such instruments and documents to Assignee as Assignee may reasonably request in order to more effectively vest in Assignee good title to the Trademarks.

Section 3 Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to its principles of conflicts of laws.

Section 4 Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures on this Assignment shall be as effective as original signatures on this Assignment.

Section 5 Amendments. This Assignment may not be amended without the express written consent of both Parties.

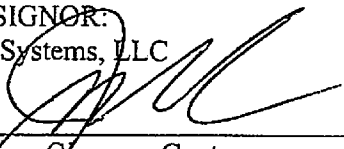
IN WITNESS WHEREOF, the Parties have caused this Trademarks and Goodwill Assignment to be executed and delivered and to be effective as of the Effective Date.

[Signature page follows]

[Signature Page to Trademarks and Goodwill Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Effective Date above.

ASSIGNOR:
Zia Systems, LLC

By: 
Name: Giacomo Conte
Title: President and Manager
Date: _____

AGREED AND ACCEPTED BY
ASSIGNEE:
Vortex Technology Group, LLC

By: _____
Name: Michael Vellano
Title: Chief Executive Officer
Date: _____

[Signature Page to Trademarks and Goodwill Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Effective Date above.

ASSIGNOR:
Zia Systems, LLC

By: _____
Name: Giacomo Conte
Title: President and Manager
Date: _____

AGREED AND ACCEPTED BY
ASSIGNEE:
Vortex Technology Group, LLC

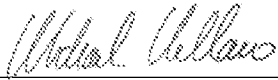
By:  _____
Name: Michael Vellano
Title: Chief Executive Officer
Date: 02/28/21

EXHIBIT A

FEDERAL TRADEMARKS

Mark	Date of Registration	Serial No.	Registration No.	Goods
ZIA SYSTEMS	March 27, 2012	85211555	4117044	Electrical apparatus, namely, hardware sensors and software for remotely monitoring temperature readings within a pipeline, during rehabilitation of pipelines
CIPPI	March 13, 2012	85211542	4110970	Electrical apparatus, namely, hardware sensors and software for remotely monitoring temperature readings within a pipeline, during rehabilitation of pipelines