

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681240

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900647002		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRECISION EXTRACTION CORPORATION		09/29/2021	Corporation:
RECEIVING PARTY DATA			
Name:	MASS2MEDIA, LLC		
Street Address:	2468 Industrial Row		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4776582	PRECISION	
Registration Number:	5299391	QUALITY FROM DETROIT	
CORRESPONDENCE DATA			
Fax Number:	2489888363		
<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:	248-988-8360		
Email:	docket@cgolaw.com		
Correspondent Name:	CARLSON GASKEY & OLDS P.C.		
Address Line 1:	400 WEST MAPLE ROAD		
Address Line 4:	BIRMINGHAM, MICHIGAN 48009		
ATTORNEY DOCKET NUMBER:	68086		
NAME OF SUBMITTER:	Matthew L. Koziarz		
SIGNATURE:	/Matthew L. Koziarz/		
DATE SIGNED:	10/15/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of September 29, 2021, is made by Precision Extraction Corporation, a Michigan corporation ("**Assignor**"), in favor of Mass2Media, LLC, a Michigan limited liability company ("**Assignee**"), and is entered into pursuant to the terms of the Plan of Merger and Equity Purchase Agreement between Assignee, Sinclair Scientific, Inc., the members thereof, and Agrify Corporation, dated as of September 29, 2021 (the "**Merger Agreement**").

WHEREAS, under the terms of the Merger Agreement, Assignor is required to, prior to the Closing (as such term is defined thereunder), convey, transfer, and assign to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned IP**"), of which Assignor represents that it is currently the owner of all right, title, and interest not already held by Assignee:

(a) the patent set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registration set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.



2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Merger Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the terms of the Merger Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Merger Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Merger Agreement and the terms hereof, the terms of the Merger Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

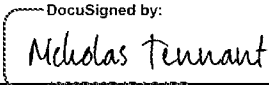
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

PRECISION EXTRACTION CORPORATION

By  _____
1358B60D4DAC4BB...

Name: Nicholas Tennant
Title: Chief Technology Officer
Address for Notices:
2468 Industrial Row
Troy, Michigan 48084

AGREED TO AND ACCEPTED:

MASS2MEDIA, LLC

By  _____
1358B60D4DAC4BB...

Name: Nicholas Tennant
Title: Chief Technology Officer
Address for Notices:
2468 Industrial Row
Troy, Michigan 48084

SCHEDULE 1**ASSIGNED PATENTS AND PATENT APPLICATIONS**

Application No.	Title	Country	Publication / Patent No.
62/134,621	EXTRACTION APPARATUS AND METHOD	US - (United States)	N/A
15/075017	EXTRACTION APPARATUS AND METHOD	US - (United States)	U.S. 10,335,713
62/849,016	(PROCESS FOR EXTRACTION OF CANNABINOIDS	US - (United States)	N/A
PCT/US2020/032435	METHOD FOR WINTERIZED CANNABIS OLEORESIN	US - (United States)	WO 2020/231970
PCT/US2021/012437	METHOD FOR CHEMICAL SEPARATION OF CANNABINOIDS	US - (United States)	WO 2021/142074
62/957,902	METHOD FOR THE SEPARATION OF THCA and THC FROM THE EXTRACTS OF CANNABIS	US - (United States)	N/A
16/781330	METHOD FOR CHEMICAL SEPARATION OF CANNABINOIDS	US - (United States)	US-2021-0205732-A1
62/957,914	A METHOD FOR MICROWAVE ASSISTED DECARBOXYLATION OF CANNABIS RESINS	US - (United States)	N/A
PCT/US2021/012438	MICROWAVE ASSISTED DECARBOXYLATION OF CANNABIS RESINS	US - (United States)	WO 2021/142075
17/212173	METHOD FOR HIGHLY SELECTIVE CONVERSION OF CBD TO DELTA-8 THC	US - (United States)	N/A

SCHEDULE 2
ASSIGNED TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Precision	USPTO	4,776,582	7/21/2015
Quality from Detroit	USPTO	5,299,391	10/3/2017
VULCAN	European Union	018200185	6/25/2020

4829-6376-3197.1

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