

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710369

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900668414		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intevac, Inc.		12/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EOTECH, LLC		
Street Address:	46900 Port Street		
City:	Plymouth		
State/Country:	MICHIGAN		
Postal Code:	48170		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4444596	ISIE	
Registration Number:	2387514	LIVAR	
Registration Number:	3291603	MICROVISTA	
Registration Number:	2870613	NIGHTVISTA	
Registration Number:	2696072	EBAPS	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	2489251921		
Email:	trademarks@bodmanlaw.com		
Correspondent Name:	Jennifer M. Hetu		
Address Line 1:	201 W. Big Beaver Road, Suite 500		
Address Line 4:	Troy, MICHIGAN 48084		
NAME OF SUBMITTER:	Jennifer M. Hetu		
SIGNATURE:	/jmh/		
DATE SIGNED:	02/24/2022		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), is dated and effective as of December 30, 2021 (the "Effective Date"), by and between Intevac, Inc., a Delaware corporation ("Assignor"), and EOTECH, LLC, a Michigan limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations and applications for registration identified more fully in the attached Schedule A (collectively, the "Assigned Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, substantially all the assets of Assignor, including the Assigned Trademarks and the goodwill of the business symbolized thereby. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, Assignor wishes to assign the Assigned Trademarks to Assignee, and Assignee wishes to acquire the Assigned Trademarks from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and pursuant to the Purchase Agreement:

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors, assigns and legal representatives, all of Assignor's right, title and interest in and throughout the world in and to the Assigned Trademarks (including any common law rights that may exist and are associated therewith), and all goodwill associated therewith, free and clear of all Liens other than Permitted Liens. Assignor further assigns to Assignee, relating to the Assigned Trademarks, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to all income, royalties, damages, proceeds, or payments, including without limitation, all claims, causes of action, and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from any of the foregoing, and all rights to pursue and collect damages, costs, attorney's fees, injunctive relief and other remedies for past, present or future infringement, dilution, or other violation thereof, and all unregistered trademarks, together with all adaptations, derivations, and combinations thereof, and all goodwill of the business symbolized by the Assigned Trademarks associated therewith.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Assigned Trademarks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignor agrees that upon request it will, at any time at Assignee's expense, execute and deliver all necessary documentation which may be reasonably necessary to further document and record the assignment of the Assigned Trademarks made hereby.

This Trademark Assignment provides no warranties hereunder of any kind, express or implied, with respect to the Assigned Trademarks, provided that the foregoing shall not be deemed or interpreted to modify or limit any representations or warranties with respect to the Assigned Trademarks provided in the Purchase Agreement.

This Trademark Assignment shall become effective as of 9:00 a.m. Eastern Standard Time on the Effective Date.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to the choice of law principles thereof.

This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Trademark Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. This Trademark Assignment, to the extent delivered by means of a facsimile machine or electronic mail or with an electronic signature complying with the U.S. Federal E-SIGN Act of 2000, e.g., www.docusign.com, will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature page follows]

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered by the duly authorized officer of each of the undersigned parties as of the date first above written.

ASSIGNOR:

INTEVAC, INC.,
a Delaware corporation

By: 
Name: Wendell Blonigan
Title: President and Chief Executive Officer

ASSIGNEE:

EOTECH, LLC,
a Michigan limited liability company

By: _____
Name: Joseph L. Caradonna
Title: Manager

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered by the duly authorized officer of each of the undersigned parties as of the date first above written.

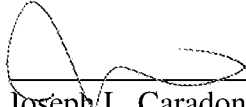
ASSIGNOR:

INTEVAC, INC.,
a Delaware corporation

By: _____
Name: Wendell Blonigan
Title: President and Chief Executive Officer

ASSIGNEE:

EOTECH, LLC,
a Michigan limited liability company

By:  _____
Name: Joseph L. Caradonna
Title: Manager

SCHEDULE A

Assigned Trademarks

Trademark	Image	Status	App. No.	File Date	Reg. No.	Reg. Date
ISIE	N/A	Registered	1584219	6/29/2012	TMA861204	9/25/2013
ISIE	N/A	Registered	10994556	6/26/2012	10994556	11/21/2012
ISIE	N/A	Registered	2012-52528	6/29/2012	5571735	4/5/2013
ISIE	N/A	Registered	UK009109945 56	6/26/2012	UK0091099455 6	11/21/2012
ISIE	N/A	Registered	85/597,871	4/13/2012	4,444,596	12/3/2013
LIVAR	N/A	Registered	75/735,794	6/23/1999	2,387,514	9/19/2000
MICROVISTA	N/A	Registered	78/547,444	1/13/2005	3,291,603	9/11/2007
NIGHTVISTA	N/A	Registered	78/224,766	3/12/2003	2,870,613	8/3/2004
EBAPS	N/A	Registered	75/735,795	6/23/1999	2,696,072	3/11/2003