

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIRotor, LLC		06/08/2022	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	AIRotor, LLC		
Street Address:	301 Carlson Parkway		
Internal Address:	Suite 265		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3384459	AIROTOR	
Registration Number:	3377749	AIROTOR	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	952.224.7275		
Email:	nate.snyder@fmjlaw.com		
Correspondent Name:	Nathan R. Snyder		
Address Line 1:	775 Prairie Center Drive		
Address Line 2:	Suite 400		
Address Line 4:	Eden Prairie, MINNESOTA 55344		
NAME OF SUBMITTER:	Nathan R. Snyder		
SIGNATURE:	/Nathan R. Snyder/		
DATE SIGNED:	06/09/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 8, 2022 (the "Effective Date"), by and between AIRotor, LLC, a Minnesota limited liability company (the "Company"), and AIRotor, LLC, a Delaware limited liability company ("Buyer") located at 301 Carlson Parkway, Suite 265, Minnetonka, Minnesota 55305. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, the Company owns all right, title, and interest in the trademarks and trademark registrations shown in the attached Schedule A, and any related common law rights, including the goodwill associated therewith (the "Assigned Trademarks"); and

WHEREAS, Buyer has acquired substantially all of the assets of the Company, including the Assigned Trademarks, pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and among Buyer, the Company and certain other parties thereto (the "Purchase Agreement").

NOW, THEREFORE, for the good and valuable consideration for execution of the Asset Purchase Agreement and the payment of the consideration stipulated therein, the sufficiency of which is hereby acknowledged, effective as of the Effective Date, the Company agrees to and does hereby irrevocably sell, assign, and transfer to Buyer (i) all right, title, and interest in and to the Assigned Trademarks, (ii) in and to any applications that have been or shall be filed in any foreign countries claiming priority to the Assigned Trademarks, (iii) all issuances, extension and renewals of the Assigned Trademarks that have been or shall be filed, and (iv) in each of the foregoing (i) through (iii), all proceeds therefrom together with any and all claims or causes of infringement thereof that may have accrued prior to and/or after the Effective Date, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages (including past damages) arising from said claims or causes of action, to be held and enjoyed by the Buyer for its own use and benefit and for its successors and assigns as the same would have been held by the Company had this Assignment not been made.

Where appropriate, the parties authorize and request the Commissioner of Trademarks of the United States Patent and Trademark Office, whose duty it is to register trademarks to record Buyer as the assignee and owner of the Assigned Trademarks.

Buyer and the Company hereby further undertake that they will execute such additional documents and take such further actions as may be reasonably required or as Buyer may reasonably request in order to confirm and further effectuate the sale and assignment of the Assigned Trademarks by the Company to Buyer, including without limitation the execution of any variations of this Assignment that may be required to transfer the Assigned Trademarks in any state or foreign jurisdictions.

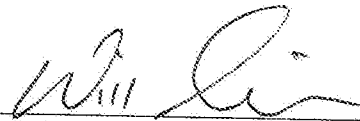
This Assignment (i) may be executed in one or more counterparts and delivered by facsimile, portable document format or other electronic means, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement; (ii) shall be binding upon and inure to the benefit of the parties hereto, and each of their successors and assigns; (iii) shall be governed in all respects by the internal laws of the State of Delaware, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction; and (iv) may not be amended or modified unless in writing and signed by Buyer and the Company.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

BUYER:

AIROTOR, LLC

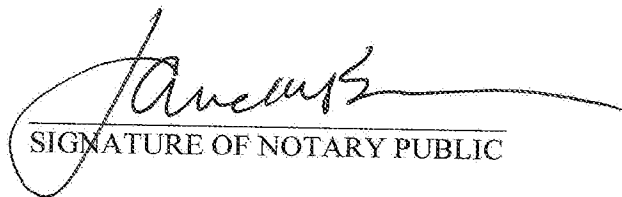
By: 
Name: William L. Grindell
Title: President

STATE OF Minnesota

COUNTY OF Hennepin

On June 2, 2022, before me, Jane Bortnem, Notary Public in and for said State, personally appeared William L. Grindell, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the said person acted, executed the instrument.

WITNESS my hand and official seal.

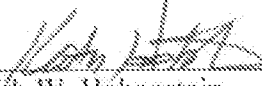

SIGNATURE OF NOTARY PUBLIC



[Signature Page to Trademark Assignment]

SELLER:

AIROTOR, LLC

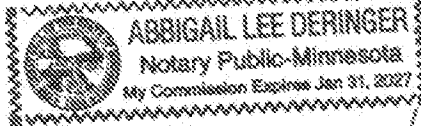
By: 
Name: Keith W. Hohenstein
Title: President

STATE OF Minnesota

COUNTY OF Kennebec

On 6/1/2022, before me, Abbigail Deringer Notary Public in and for said State, personally appeared Keith W. Hohenstein, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the said person acted, executed the instrument.

WITNESS my hand and official seal.





SIGNATURE OF NOTARY PUBLIC

[Signature Page to Trademark Assignment]