

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778679

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900724285

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Identi-Graphics, Inc.		08/29/2022	Corporation:

RECEIVING PARTY DATA

Name:	Fortis Solutions Group, LLC
Street Address:	2505 Hawkeye Court
City:	Virginia Beach
State/Country:	VIRGINIA
Postal Code:	23452
Entity Type:	Limited Liability Company: VIRGINIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	6564983	COMPOSTA-STICK
Registration Number:	6495996	COMPOSTA-WRAP
Serial Number:	88955338	COMPOSTA-POUCH

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 7044173109**Email:** katherine.coker@nelsonmullins.com, IPdocket@nelsonmullins.com, tlockhart@wilsav.com**Correspondent Name:** Katherine Coker**Address Line 1:** 301 South College Street**Address Line 4:** Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Katherine E. Coker
SIGNATURE:	/Katherine E. Coker/
DATE SIGNED:	01/05/2023

Total Attachments: 8

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source=Notice#page1.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Identi-Graphics, Inc.		08/29/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Fortis Solutions Group, LLC		
Street Address:	2505 Hawkeye Court		
City:	Virginia Beach		
State/Country:	VIRGINIA		
Postal Code:	23452		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6564983	COMPOSTA-STICK	
Registration Number:	6495996	COMPOSTA-WRAP	
Serial Number:	88955338	COMPOSTA-POUCH	
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:	7044173109		
Email:	katherine.coker@nelsonmullins.com, IPdocket@nelsonmullins.com, tlockhart@wilsav.com		
Correspondent Name:	Katherine Coker		
Address Line 1:	301 South College Street		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Katherine Coker		
SIGNATURE:	/Katherine E. Coker/		
DATE SIGNED:	10/07/2022		
Total Attachments: 6			
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CH \$90.00 6564983

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is made and entered into as of August 29, 2022, by and between Identi-Graphics, Inc., an Illinois corporation (the “*Assignor*”), and Fortis Solutions Group, LLC, a Virginia limited liability company (the “*Assignee*”). Reference is made to that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), by and among the Assignor, the Assignee and the other parties thereto. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

RECITALS

WHEREAS, the Assignor owns certain trademarks, domain names, trade secrets, software (including source code), other copyrightable works and other intellectual property rights;

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor is selling, assigning, transferring and delivering to the Assignee the Acquired Assets, including all Seller Intellectual Property; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignee desires to purchase, acquire and accept from the Assignor all right, title and interest in and to the Seller Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby, the Assignor hereby agrees as follows:

1. Assignment. In consideration for entering into the Purchase Agreement, the Assignor does hereby sell, assign, transfer and set over unto the Assignee all of the Assignor’s right, title and interest in and to the Seller Intellectual Property, including:
 - (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof;
 - (b) all trademarks, service marks, trade dress, logos, trade names, URL domain names and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith;
 - (c) all software (including source code) and other copyrightable works, works of authorship and mask words, data, databases, data collections and related documentation, all copyrights, and all applications, registrations and renewals in connection therewith;

- (d) all customer and client lists;
 - (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, technical data, specifications, pricing and cost information, and business and marketing plans and proposals);
 - (f) all rights in and to any of the foregoing, including the right to sue, recover damage, costs, and attorneys' fees for past and present infringement or misappropriation of any of the foregoing;
 - (g) all rights corresponding thereto throughout the world, including all moral rights, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment and sale not been made; and
 - (h) all items listed on Schedule A hereto.
2. Transfer Documents; Further Assurances. The Assignor further agrees that, when requested, the Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting the Assignee's right to the Seller Intellectual Property and to render all necessary assistance in making applications for and obtaining registrations of the Seller Intellectual Property, and in enforcing any rights or choses in action accruing as a result of such applications or the Seller Intellectual Property, by giving testimony in any proceedings or transactions involving such applications or the Seller Intellectual Property, and by executing preliminary statements or other affidavits, it being understood that this Assignment and the foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of the Assignor and the Assignee.
3. Terms of the Purchase Agreement. This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the Purchase Agreement, which are incorporated herein by this reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase 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 between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.
4. Amendments. This Assignment may not be amended except by an instrument in writing signed by the Assignor and the Assignee. By an instrument in writing, the Assignor, on the one hand, or the Assignee, on the other hand, may waive compliance by the other with any term or provision of this Assignment that such other party was or is obligated to comply with or perform.


5. No Third-Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns, personal representatives, heirs and estates, as the case may be.
6. **JURISDICTION; SERVICE OF PROCESS. EACH PARTY (A) CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF ILLINOIS (AND ANY CORRESPONDING APPELLATE COURT) IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, (B) WAIVES ANY VENUE OR INCONVENIENT FORUM DEFENSE TO ANY PROCEEDING MAINTAINED IN SUCH COURTS, AND (C) EXCEPT AS OTHERWISE PROVIDED IN THE PURCHASE AGREEMENT, AGREES NOT TO INITIATE ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT IN ANY OTHER COURT OR FORUM. PROCESS IN ANY SUCH PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD.**
7. Governing Law. This Assignment will be governed by the laws of the State of Illinois without giving effect to any choice or conflict of law principles of any jurisdiction.
8. Specific Performance. Each party acknowledges that the other party would be damaged irreparably and would have no adequate remedy at law if any provision of this Assignment is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each party agrees that the other party will be entitled to an injunction to prevent any breach of any provision of this Assignment and to enforce specifically any provision of this Assignment, in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security.
9. Severability. Any provision of this Assignment that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision hereof or the invalid or unenforceable provision in any other situation or in any other jurisdiction. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
10. Counterparts. This Agreement may be executed in separate counterparts (including by means of PDF signature pages), each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be executed effective as of the date first above written.

ASSIGNOR:

IDENTI-GRAPHICS, INC.

By: 
Name: Terry B. Strong
Title: President

ASSIGNEE:

FORTIS SOLUTIONS GROUP, LLC

By: _____
Name: John O. Wynne, Jr.
Title: Chief Executive Officer

[Intellectual Property Assignment]

TRADEMARK
REEL: 007920 FRAME: 0066

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be executed effective as of the date first above written.

ASSIGNOR:

IDENTI-GRAPHICS, INC.

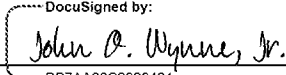
By: _____

Name: Terry B. Strong

Title: President

ASSIGNEE:

FORTIS SOLUTIONS GROUP, LLC

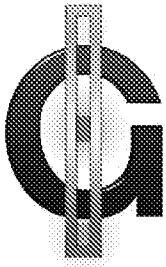
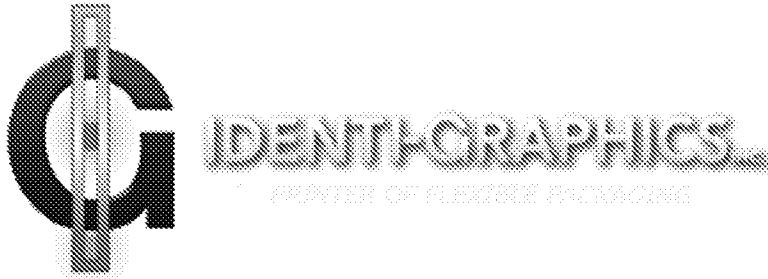
By:  _____

Name: John O. Wynne, Jr.

Title: Chief Executive Officer

Schedule A

Logos



Trademarks

1. Composta-Pouch (Registration Number: 6,533,264)
2. Composta-Stick (Registration Number: 6,564,983)
3. Composta-Wrap (Registration Number: 6,495,996)
4. Composta-Pouch (Application Number: 88/955,338)

Domain Name

1. Identi-graphics.com