

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZAPATA INCORPORATED		10/30/2020	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	ZAPATA GROUP, INC.		
Street Address:	6302 Fairview Road, Suite 600		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5830948	ZAPATA	
Registration Number:	5490606	TRUST · INTEGRITY · QUALITY	
Registration Number:	5490605	Z	
CORRESPONDENCE DATA			
Fax Number:	7043395936		
<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:	704-331-3587		
Email:	CLT-TMCorrespondence@mvalaw.com		
Correspondent Name:	Samantha N. Skains-Menchaca		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	050304.2		
NAME OF SUBMITTER:	Samantha N. Skains-Menchaca		
SIGNATURE:	/sns/		
DATE SIGNED:	06/26/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of October 30, 2020, is made by ZAPATA INCORPORATED ("Target"), a North Carolina corporation, in favor of ZAPATA GROUP, INC. ("Group"), a North Carolina corporation.

WHEREAS, under the terms of a certain Stock Purchase Agreement (the "Purchase Agreement"), Group has conveyed, transferred, and assigned to Dawson Solutions, LLC ("Buyer") all of the outstanding common stock it holds in Target;

WHEREAS, under the terms of the Purchase Agreement, the intellectual property constitutes excluded assets that will not be retained by Target upon the consummation of the transactions contemplated under the Purchase Agreement and the transfer of such intellectual property to Group immediately prior to the Closing (as defined in the Purchase Agreement) is a condition to Group's obligations with respect to Target and Buyer under the Purchase Agreement;

WHEREAS, Target desires to transfer all of the intellectual property of Target to Group, and has agreed to execute and deliver this IP Assignment for Group's benefit, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. The assignments described herein shall be effective as of the time immediately prior to the consummation of those transactions contemplated by the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Target hereby irrevocably conveys, transfers, and assigns to Group, and Group hereby accepts, all of Target's right, title, and interest in and to the following (the "Assigned IP"):

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

(b) the trademark registrations and applications set forth on Schedule Q 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 trade dress and trade names, logos, internet addresses and domain names (including www.zapatainc.com) used in the business of Target as of the date hereof;

(d) all inventions (whether patentable or unpatentable and whether or not reduced to practice) know how, technology, technical data, trade secrets, confidential business information, manufacturing and production processes and techniques, marketing and business data, advertising and promotional materials, and other proprietary information of Target in whatever form existing immediately prior to the Closing Date;

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

(f) 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

(g) 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.

3. Recordation and Further Actions. Target hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Group. Following the date hereof Target shall take such steps and actions, and provide such cooperation and assistance to Group 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 Group, or any assignee or successor thereto.

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 North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

[signature page follows]

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

ZAPATA INCORPORATED

By: DocuSigned by:
Mary Richards
Name: Mary Richards
Title: President

ZAPATA GROUP, INC.

AGREED TO AND ACCEPTED:

By: DocuSigned by:
Mary Richards
Name: Mary Richards
Title: President

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number
Method for Lining Existing Ash Basin and Landfill Sites	US	U.S. Patent No.: US 10,005,112 B2


SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

(i) **ZAPATA**, Servicemark under serial number 87645051, registration number 5830948

(ii) **TRUST · INTEGRITY · QUALITY**, Servicemark under serial number 87645235, registration number 5490606



(iii) , Servicemark under serial number 87645193, registration number 5490605