

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2000 Industries Group, Inc.		07/31/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	2000 Foundation Products LLC		
Street Address:	1313 W. College Avenue		
City:	Carrollton		
State/Country:	TEXAS		
Postal Code:	75006		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6281413	2000 INDUSTRIES GROUP	
Registration Number:	4001695	2000 INDUSTRIES	
Registration Number:	5643205	BUILDING A STRONG FOUNDATION TOGETHER	
CORRESPONDENCE DATA			
Fax Number:	2149224142		
<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:	(214) 922-4110		
Email:	knorton@hallettperrin.com		
Correspondent Name:	Kelly H. Norton		
Address Line 1:	1445 Ross Avenue, Suite 2400		
Address Line 4:	Dallas, TEXAS 75202		
NAME OF SUBMITTER:	Kelly H. Norton		
SIGNATURE:	/kelly h. norton/		
DATE SIGNED:	08/08/2023		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this "Assignment") is made and entered into effective for all purposes as of July 31, 2023 (the "Effective Date"), by and among 2000 Industries Group, Inc., a Texas corporation ("2000 Industries"), 2000 Helical Design and Manufacturing, LLC, a Texas limited liability company ("Helical"), 2000 Group Leasing Co., Inc., a Texas Corporation ("Leasing"), Helical Drilling Systems, LLC, a Texas limited liability company ("Drilling" and together with 2000 Industries, Helical and Leasing, each an "Assignor" and collectively, "Assignors"), and 2000 Foundation Products LLC, a Texas limited liability company ("Assignee").

RECITALS:

A. Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignors have agreed to sell, and Assignee has agreed to purchase, the Purchased Assets (as defined in the Purchase Agreement), pursuant to terms and conditions set forth in the Purchase Agreement. Capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to such terms in the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, Assignors and Assignee now desire to enter into this Assignment, whereby each Assignor, as applicable, shall assign to Assignee such Assignor's rights, title and interests in and to all Intellectual Property included in the Purchased Assets (collectively, the "Transferred Intellectual Property"), including, but not limited to (i) any and all Intellectual Property identified on Section 3.17 of the Disclosure Schedule, (ii) any and all common law rights to the trademarks and service marks used by an Assignor in connection with the Business, (iii) the registered and unregistered trademarks as more specifically set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Trademarks"); and (iv) Assignors' internet domain names and all other internet domain names registered to an Assignor or its owners or employees and used in the Business and related website content as more specifically set forth in Exhibit B attached hereto and incorporated herein by reference (collectively, the "Domain Names").

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations as contained in this Assignment and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignors hereby transfer and assign to Assignee, and Assignee hereby accepts and assumes from Assignors, all of Assignors' worldwide rights, title and interests in and to the Transferred Intellectual Property, including, without limitation, the Trademarks and the Domain Names, together with any and all ownership interests, all goodwill, and any rights to sue, at the sole cost and expense of Assignee for all past, present and future damages relating to the Transferred Intellectual Property. Subject to the terms and conditions of this Assignment and

the Purchase Agreement, Assignors shall not retain license or right to use the Transferred Intellectual Property, including, without limitation, the Trademarks and the Domain Names.

2. Purchase Agreement. This Assignment is subject to all of the representations, warranties, terms, conditions, and limitations set forth in the Purchase Agreement and is not intended in any way to supersede, limit, expand or qualify any provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail.

3. Registration. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and any other officials of recording entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee and to record Assignee as the owner of the Trademarks and the Domain Names, as applicable, and to issue to Assignee, in lieu of Assignors, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks or Domain Names, as applicable.

4. Cooperation. From time to time, as and when reasonably requested by Assignee, each Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

5. Maintenance Costs and Expenses. Assignee shall be solely responsible for all actions and all costs whatsoever, including attorneys' fees, arising after the Effective Date and associated with the rights, title, and interests in and to the Transferred Intellectual Property, except as may be specifically provided in the Purchase Agreement. Such responsibility for recording and protecting the Transferred Intellectual Property, including all actions and all costs whatsoever associated with the continuous prosecution in the maintenance and enforcement of the Transferred Intellectual Property, shall be the responsibility of Assignee, and Assignors shall have no obligation to pay any maintenance or other fee which becomes due and/or payable, if any, on or after the Effective Date.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to the conflict of laws principles thereof. The sole exclusive jurisdiction for any legal action brought by any party against any other party under this Assignment shall be in any Texas state court or federal court of the United States of America sitting in the State of Texas, and all parties hereto consent to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

7. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Assignor, Assignee, and their respective successors and permitted assigns.

8. Counterparts. This Assignment may be executed in the original, by facsimile, or by any generally accepted electronic means (including transmission of a PDF file containing an


executed signature page) in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(Signature pages follow.)

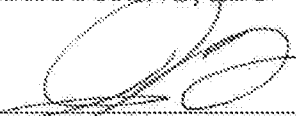
IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above.

ASSIGNORS:

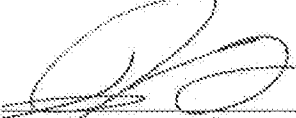
2000 INDUSTRIES GROUP, INC.

By: 
Name: JOSEPH D. GROMMES
Title: PRESIDENT


**2000 HELICAL DESIGN AND
MANUFACTURING, LLC**

By: 
Name: JOSEPH D. GROMMES
Title: MANAGER

2000 GROUP LEASING CO., INC.

By: 
Name: JOSEPH D. GROMMES
Title: PRESIDENT

HELICAL DRILLING SYSTEMS, LLC

By: 
Name: JOSEPH D. GROMMES
Title: MANAGER

ASSIGNEE:

2000 FOUNDATION PRODUCTS LLC

By: 2000 Foundation Products Holdings LLC, a
Delaware limited liability company, its
Manager

By: 

Name: David E. Smartt

Title: Manager

**EXHIBIT A
TRADEMARKS**





Trademarks

Trademark:	Jurisdiction:	Registration Date:	Serial No. / Registration No.:
2000 INDUSTRIES GROUP	US	March 2, 2021	90061666 / 6281413
2000 INDUSTRIES	US	July 26, 2011	85171730 / 4001695
BUILDING A STRONG FOUNDATION TOGETHER	US	January 1, 2019	87927712 / 5643205

Unregistered Trademarks

2000 Design and Manufacturing – Logo specs

Logo text: **GEOMETOS**
 Abb and other design text: **MADE TOMMY font family**

RGB colors:		CMYK colors:	
	ORANGE R: 255 G: 142 B: 0 Hex: F07066		WHITE R: 255 G: 255 B: 255 Hex: FFFFFF
	ORANGE C: 25 M: 78% Y: 95% K: 0%		WHITE C: 0% M: 0% Y: 0% K: 0%
	Hex: F07066		Hex: FFFFFF

2000 Industries Group – Logo specs

Logo text: **2000 INDUSTRIES**
 Abb and other design text: **MADE TOMMY font family**







RGB colors:			CMYK colors:		
	BLUE R: 255 G: 0 B: 255 Hex: 0000FF		WHITE R: 255 G: 255 B: 255 Hex: FFFFFF		BLUE C: 0% M: 100% Y: 0% K: 0%
	BLUE C: 100% M: 0% Y: 0% K: 0%		WHITE C: 0% M: 0% Y: 0% K: 0%		BLUE C: 100% M: 0% Y: 0% K: 0%
	Hex: 0000FF		Hex: FFFFFF		Hex: 0000FF

EXHIBIT B
DOMAIN NAMES

1. www.2000industriessgroup.com
2. www.2000industries.com
3. www.2000hdm.com
4. www.2000helicaldesignmanufacturing.com