

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J&D Global, Ltd.		08/30/2023	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Twinlode LLC		
Street Address:	635 S. Lafayette Blvd.		
Internal Address:	Suite 108		
City:	South Bend		
State/Country:	INDIANA		
Postal Code:	46601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2033005	TWINLODE	
Registration Number:	3425949		
Registration Number:	4713114	TWINLODE GEN 2	
CORRESPONDENCE DATA			
Fax Number:	6077236605		
<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:	6072382292		
Email:	lrosenthal@hkh.com		
Correspondent Name:	Larry Rosenthal		
Address Line 1:	80 Exchange St.		
Address Line 2:	PO Box 5250		
Address Line 4:	Binghamton, NEW YORK 13902		
NAME OF SUBMITTER:	Larry Rosenthal		
SIGNATURE:	/Larry Rosenthal/		
DATE SIGNED:	09/04/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of August 30, 2023, is made by J&D Global, Ltd. (“**Seller**”), an Indiana corporation, located at 635 S. Lafayette Blvd., Suite 108, South Bend, IN, 46601, in favor of Twinlode LLC (“**Buyer**”), a Delaware Limited Liability Company, located at 635 S. Lafayette Blvd., Suite 108, South Bend, IN, 46601, the purchaser of certain assets of Seller pursuant to the ASSET PURCHASE AGREEMENT between Buyer and Seller, dated as of August 10, 2023 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, 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. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) 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;

(c) 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

(d) 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.

2. Recordation and Further Actions. Seller hereby authorizes 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 Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect,

evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.


5. Successors and Assigns. This Trademark 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 Trademark 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 Trademark 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Pages Follow]

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


J&D GLOBAL, LTD.

By: 
Name: Michael Klaer
Title: President

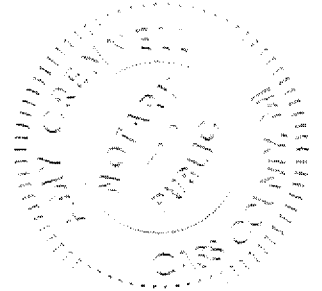
ACKNOWLEDGMENT

STATE OF ~~INDIANA~~) MICHIGAN
)SS.
COUNTY OF CASS)

On the 24 day of August, 2023, before me personally appeared MICHAEL KLAER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of J&D Global, Ltd., the corporation described, and acknowledged the instrument to be his free act and deed/the free act and deed of J&D Global, Ltd. for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name: Amy Crennell

My Commission Expires: 02-15-2027



[Klaer Signature Page to Trademark Assignment Agreement]

AGREED TO AND ACCEPTED:

TWINLODE LLC

By: KUECKER PULSE INTEGRATION,
its Member

By: KUECKER PULSE
INTERMEDIATE, LP its General
Partner

By: E. Larry Strayhorn
E. Larry Strayhorn, CEO

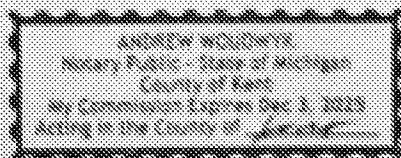
ACKNOWLEDGMENT

STATE OF Michigan)
COUNTY OF Kent) ss.

On the 5th day of August, 2023, before me personally appeared E. LARRY STRAYHORN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the CEO of the general partner of the member of Twinlode LLC, the limited liability company described, and acknowledged the instrument to be his free act and deed/the free act and deed of Twinlode LLC for the uses and purposes mentioned in the instrument.

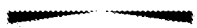
Andrew Woldanyk
Notary Public
Printed Name: Andrew Woldanyk

My Commission Expires: Dec. 3, 2025



[Strayhorn Signature Page to Trademark Assignment Agreement]

SCHEDULE 1

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
TWINLODE	Australia	1122836	10-Jul-2006	1122836	20-Feb-2007
TWINLODE	European Community	002832988	30-Aug-2002	002832988	22-Mar-2004
TWINLODE	United Kingdom	UK00902832988	30-Aug-2002	UK00902832988	22-Mar-2004
TWINLODE	United States	74/694308	27-Jun-1995	2033005	21-Jan-1997
TWINLODE	Mexico	488287	31-May-2001	748144	24-May-2002
TWINLODE	Canada	1104330	28-May-2001	TMA577369	12-Mar-2003
TWINLODE GEN 2	United Kingdom	UK008A0039537	27-Nov-2013	UK00801188333	27-Nov-2013
TWINLODE GEN 2	United States	85/946132	30-May-2013	4713114	31-Mar-2015
TWINLODE GEN 2	Australia	A0039537	27-Nov-2013	1188333	27-Nov-2013
TWINLODE GEN 2	China	A0039537	27-Nov-2013	1188333	27-Nov-2013
TWINLODE GEN 2	Egypt	A0039537	27-Nov-2013	1188333	27-Nov-2013
TWINLODE GEN 2	European Community	A0039537	27-Nov-2013	1188333	27-Nov-2013
TWINLODE GEN 2	International Registration	A0039537	27-Nov-2013	1188333	27-Nov-2013
TWINLODE GEN 2	Japan	A0039537	27-Nov-2013	1188333	27-Nov-2013
TWINLODE GEN 2	Korea (South)	A0039537	27-Nov-2013	1188333	27-Nov-2013
TWINLODE GEN 2	Mexico	A0039537	27-Nov-2013	1188333	27-Nov-2013
TWINLODE GEN 2	New Zealand	A0039537	27-Nov-2013	1188333	27-Nov-2013
TWINLODE GEN 2	Norway	A0039537	27-Nov-2013	1188333	27-Nov-2013
TWINLODE GEN 2	Russia	A0039537	27-Nov-2013	1188333	27-Nov-2013
TWINLODE GEN 2	Singapore	A0039537	27-Nov-2013	1188333	27-Nov-2013
TWINLODE GEN 2	Switzerland	A0039537	27-Nov-2013	1188333	27-Nov-2013
TWINLODE GEN 2	Turkey	A0039537	27-Nov-2013	1188333	27-Nov-2013
TWINLODE GEN 2	Saudi Arabia	1435006231	06-Feb-2014	1435006231	02-Jun-2014
	United States	77/255858	15-Aug-2007	3425949	13-May-2008