

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869215

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900827503		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TVI, Inc.		01/08/2024	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Tri-State Valve, LLC		
Street Address:	9355 Delegates Row		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5344691	INTELLUS SYSTEMS	
Registration Number:	5344704	INTELLUS SYSTEMS	
Registration Number:	5532775	TVI	
Registration Number:	5672137	TRI-STATE VALVE AND INSTRUMENT CO.	
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:	312-558-5600		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Mary Katherine Kulback, Winston & Strawn		
Address Line 1:	35 W. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	019222.00005		
NAME OF SUBMITTER:	Mary Katherine Kulback		
SIGNATURE:	/Mary Katherine Kulback/mp		
DATE SIGNED:	01/18/2024		
Total Attachments: 7			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment Agreement") is duly made, executed and delivered as of January 8, 2024, by and between Tri-State Valve, LLC, a Delaware limited liability company, having an address at 9355 Delegates Row, Indianapolis, IN 46240 ("Assignee"), and TVI, Inc., a Tennessee corporation, having an address at 3497 Stanton Rd., Memphis, TN 38108 ("Assignor").

RECITALS:

[REDACTED]

[REDACTED]

C. Assignor is willing to assign to Assignee all right, title, and interest it may have in, to, and under the Seller Proprietary Rights on the terms and subject to the conditions set forth in this Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Effective as of the date hereof, Assignor hereby irrevocably sells, assigns, conveys, transfers, sets over, and delivers to Assignee, its successors and assigns, in perpetuity, all of Assignor's worldwide right, title, and interest in, to and under all Seller Proprietary Rights, and all goodwill associated therewith, including without limitation all worldwide right, title and interest in and to.

[REDACTED]

[REDACTED]

- b. Trademarks, including the trademark registrations, trademark applications, common law trademarks, domain names, and social media accounts identified in Exhibit A (collectively, the "Transferred Trademarks"), all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignor to which the Trademarks pertain, all goodwill associated with any of the foregoing, and any other Trademarks intentionally similar or confusingly similar to any of the foregoing;

[REDACTED]

[REDACTED]

- e. any rights recognized under applicable law that are equivalent or similar to any of the foregoing;

[REDACTED]

- g. all of Assignor's right to file patent, trademark and copyright applications in the United States and throughout the world for the Assigned IP in the name of the Assignee, its successors and assigns; and


- h. all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Assigned IP, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Assigned IP, and all rights corresponding thereto throughout the world for the Assigned IP rights assigned herein.

[REDACTED]

[REDACTED]

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States and the corresponding entities, agencies, or registrars in the United States or in any applicable foreign jurisdictions, whose duty is to issue patents, trademarks, copyrights, or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Transferred Patents, Transferred Trademarks, and Transferred Copyrights, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide the Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by the Assignee to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid the Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Assigned IP in all jurisdictions and to record the Assignee as owner of the Assigned IP, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will do all things necessary, proper or advisable to reasonably assist Assignee in transferring all domain names that are Assigned IP, including as applicable, placing each of the domain names in "unlocked" status and provide to Assignee the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor's right, title and interest in the domain names to Assignee. Assignor shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as may be expressly authorized by the Assignee in writing.



6. Amendment and Waiver. No amendment of any provision of this Assignment Agreement shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver of any provision or condition of this Assignment Agreement shall be valid unless the same shall be in writing and signed by the party against which such waiver is to be enforced. No waiver by any party hereto of any default, breach of representation or warranty or breach of covenant hereunder, whether intentional or not, shall be deemed to extend to any other, prior or subsequent default or breach or affect in any way any rights arising by virtue of any other, prior or subsequent such occurrence.

7. Binding Agreement; No Third Party Beneficiaries. This Assignment Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each party hereto and each party's successors and permitted assigns. This Assignment Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

8. Severability. Whenever possible, each provision of this Assignment Agreement shall be interpreted in such manner as to be effective and valid under Laws, but if any provision of this Assignment Agreement or the application of any such provision to any Person or circumstance shall be held to be

prohibited by or invalid, illegal or unenforceable under Laws in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

9. Interpretation. The headings and captions used in this Assignment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment Agreement. The use of the word “including” herein shall mean “including without limitation”. Assignor and Assignee and their respective counsel have reviewed, negotiated and adopted this Assignment Agreement as the joint agreement and understanding of the parties, and the language used in this Assignment Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any Person. This Assignment Agreement embodies the justifiable expectations of sophisticated parties derived from arm’s-length negotiations and no Person has any special relationship with another Person that would justify any expectation beyond that of an ordinary buyer and an ordinary seller in an arm’s-length transaction.

10. Counterparts; Electronic Delivery. This Assignment Agreement and all agreements, certificates, instruments and documents entered into in connection herewith may be executed and delivered in one or more counterparts and by fax or email, each of which shall be deemed an original and all of which shall be considered one and the same agreement. No party hereto shall raise the use of a fax machine or email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a fax machine or email as a defense to the formation or enforceability of a contract and each party hereto forever waives any such defense.

11. Governing Law. The law of the State of Delaware shall govern (a) all claims or matters related to or arising from this Assignment Agreement (including any tort or non-contractual claims) and (b) any questions concerning the construction, interpretation, validity and enforceability of this Assignment Agreement, and the performance of the obligations imposed by this Assignment Agreement, in each case without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

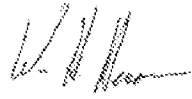
12. Entire Agreement. This Assignment Agreement and the Purchase Agreement represent the entire agreement between the parties hereto with respect to the Assigned IP by Assignor and may be modified or amended only by a writing signed by both parties that specifically mentions this Assignment Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first written above.

ASSIGNOR:

TVI, INC.

By:  _____

Name: William Henson

Title: President/CEO

ASSIGNEE:

TRI-STATE VALVE, LLC

By: _____

Name: Jim Richard

Title: Chief Executive Officer and Secretary

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first written above.

ASSIGNOR:

TVI, INC.

By: _____

Name:

Title:

ASSIGNEE:

TRI-STATE VALVE, LLC

By:  _____



Name: Jim Richard

Title: Chief Executive Officer and Secretary

Exhibit A

Transferred Trademarks:

Trademark Applications and Registrations:

Jurisdiction	Mark	Filing Date/ Registration Date	Application No./ Registration No.	Owner
US	INTELLUS SYSTEMS	December 27, 2016 November 28, 2017	87281512 5344691	TVI, Inc.
US	INTELLUS SYSTEMS and Design 	December 30, 2016 November 28, 2017	87285430 5344704	TVI, Inc.
US	TVI and Design 	January 9, 2017 August 7, 2018	87293564 5532775	TVI, Inc.
US	TRI-STATE VALVE AND INSTRUMENT CO.	December 27, 2016 February 12, 2019	87281446 5672137	TVI, Inc.

