

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMGcore, Inc.		01/02/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Modine LLC		
Street Address:	1500 De Koven Ave		
City:	Racine		
State/Country:	WISCONSIN		
Postal Code:	53403		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6130959	TMGCORE	
Registration Number:	6136971	TMGCORE	
Registration Number:	6479463	OTTO	
Serial Number:	90525060	EDGELINK	
Serial Number:	90525127	OTTOLINK	
Serial Number:	90906430	EVOLVE TO ENABLE	
Serial Number:	90906424	JUST EVOLVE	
Serial Number:	90906415	NO LIMITS, NO EDGE	
Serial Number:	90824881	COMPUTEPOD	
Serial Number:	97100056	OTTO	
Serial Number:	97182601	HOME OF IMMERSION	
Serial Number:	97182623	BORN IN LIQUID	
Serial Number:	97182683	CORECONTROL	
Serial Number:	97218133	COMPUTECORE	
Serial Number:	97253806	CRYPTOCORE	
Serial Number:	97670502	7-EDGE	
Registration Number:	7057566	CRYPTOCORE	
Serial Number:	97706826	EDGEBOX	
Serial Number:	97746219	INFINITEEDGE	

OP \$490.00 6130959

CORRESPONDENCE DATA**Fax Number:** 2028037953*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:** (202) 888-2047**Email:** docket@markerylaw.com, info@markerylaw.com,
katrinahull@markerylaw.com, taratoth@markerylaw.com**Correspondent Name:** Katrina G. Hull, Esq.**Address Line 1:** P.O. Box 84150**Address Line 4:** Gaithersburg, MARYLAND 20883-4150

NAME OF SUBMITTER:	Katrina G. Hull
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SIGNATURE:	/katrinaghull/
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DATE SIGNED:	01/18/2024
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**IP Assignment**”) dated and effective as of January 2, 2024 (the “**Effective Date**”), is entered into by and between TMGcore, Inc., a Delaware corporation located at 6815 Communications Parkway, Plano, Texas 75024 (“**Assignor**”), and Modine LLC, a Delaware limited liability company located at 1500 De Koven Ave Racine, WI 53403 (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor owns all right, title and interest in and to the Assigned Intellectual Property (as defined below);

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of the Effective Date (as may be amended and restated from time to time, the “**Purchase Agreement**”); and

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to sell, assign, convey, transfer, and deliver to Assignee all right, title, and interest in and to the Assigned Intellectual Property (as defined below).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. **Assignment.** Effective as of the Effective Date, Assignor agrees to and does hereby irrevocably sell, contribute, assign, transfer, convey and deliver to Assignee, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this IP Assignment not been made, all right, title, and interest in and to the following (collectively the “**Assigned Intellectual Property**”):

- a. The patents and patent applications listed on **Exhibit A** hereto and all inventions described and claimed therein (including all issuances and applications, such as provisionals, continuations, continuations in part, and divisionals, and reissues, reexaminations, amendments made during post grant proceedings and other renewals and extensions thereof or claiming priority thereto in any country);
- b. The trademarks and the trademark registrations listed on **Exhibit B**, and any common law rights, including the goodwill associated therewith, and all issuances, extensions, and renewals thereof that have been or shall be filed;
- c. Any and all claims, causes of action and proceeds with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, together with the right to bring suit for and/or initiate any proceeding to collect any

and all damages (including past damages) arising from said claims or causes of action.

2. Purchase Agreement. This IP Assignment is subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants, and agreements contained therein, all of which shall survive the execution and delivery of this IP Assignment to the extent provided in, and subject to the qualifications, permissions, allowances, and limitations of the Purchase Agreement. Nothing contained in this IP Assignment shall be deemed to supersede or change any of the provisions set forth in the Purchase Agreement. In the event of any conflict between this IP Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

3. Authorization. Where appropriate, the parties authorize and request the Commissioner of Trademarks and the Commissioner of Patents of the United States Patent and Trademark Office, whose duty it is to register trademarks and issue patents, respectively, to record Assignee as the assignee and owner of the Assigned Intellectual Property.

4. Further Assurances. Assignor agrees to execute any and all powers of attorney, assignments, declarations, affidavits, continuation, continuation in part, divisional, reissue and substitute applications, and any other papers in connection therewith necessary to perfect all right, title, and interest in Assignee or as Assignor may reasonably request in order to confirm and further effectuate the sale and assignment of the Assigned Intellectual Property by Assignor to Assignee, including without limitation the execution of any variations of this IP Assignment that may be required to transfer the Assigned Intellectual Property in any foreign jurisdictions. Assignor will testify in any legal proceedings, make lawful oaths and declarations, and generally take all actions necessary to vest title to the Assigned Intellectual Property in Assignee at the expense of the Assignee.

5. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

6. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

7. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

8. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such provision or portion of such provision shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

9. Counterparts; Execution by Facsimile. This IP Assignment may be executed one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile

device, .PDF file, or other electronic means shall be treated as though such reproduction are executed originals.

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

ASSIGNOR:

TMGCORE, INC.

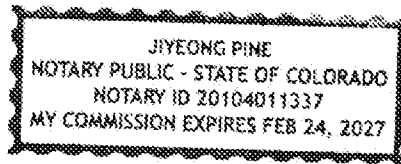
By: [Signature]
Name: Brian McMackin
Title: Director

STATE OF Colorado
COUNTY OF Boulder

On 1/2/2024, before me, Jiyeong Pine, Notary Public in and for said State, personally appeared Brian William McMackin, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the said person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC



ASSIGNEE:

MODINE LLC

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

On _____, before me, _____, Notary Public in and for said State, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the said person acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

[Signature Page to Intellectual Property Assignment]

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

ASSIGNOR:

TMGCORE, INC.

By: _____

Name: Brian McMackin

Title: Director

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public in and for said State, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the said person acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

ASSIGNEE:

MODINE LLC

By: _____

Name: T. Michael Rathburn

Title: Authorized Representative

STATE OF Wisconsin

COUNTY OF Menomonie

On December 27, 2023, before me, John E. McDonald, Notary Public in and for said State, personally appeared T. Michael Rathburn, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the said person acted, executed the instrument.

WITNESS my hand and official seal.

John E. McDonald
SIGNATURE OF NOTARY PUBLIC





[Signature Page to Intellectual Property Assignment]



TRADEMARK

EXHIBIT B

Trademarks and Registrations

Trademark	Country	Application Date	Application Number	Registration Number	Registration Date
TMGCORE	United States	10/22/2018	88/163861	6,130,959	8/18/2020
	United States	10/22/2018	88/16400	6,136,971	8/25/2020
OTTO	United States	3/07/2019	88/329931	6,479,463	9/7/2021
EDGELINK	United States	2/11/2021	90/525060		
OTTOLINK	United States	2/11/2021	90/525127		
EVOLVE TO ENABLE	United States	8/27/2021	90/906430		
JUST EVOLVE	United States	8/27/2021	90/906424		
NO LIMITS, NO EDGE	United States	8/27/2021	90/906415		
COMPUTEPOD	United States	07/13/2021	90/824881		
OTTO	United States	10/29/2021	97/100056		
HOME OF IMMERSION	United States	12/21/2021	97/182601		
BORN IN LIQUID	United States	12/21/2021	97/182623		
CORECONTROL	United States	12/21/2021	97/182683		
	United States	01/13/2022	97/218133		
	United States	02/04/2022	97/253806		
7-EDGE	United States	11/09/2022	97/670502		
CRYPTOCORE	United States	07/19/2022	97/510724	7,057,566	5/16/2023
EDGEBOX	United States	12/07/2022	97/706826		
INFINITEEDGE	United States	01/09/2023	97/746219		
NO LIMITS, NO EDGE	Canada	11/04/2021	2145322		
	Canada	05/31/2021	2110712	TMA1192652	08/02/2023
HYDROBLADE	Canada	05/31/2021	2110707		
EDGELINK	Canada	05/31/2021	2110705		
TMGCORE	Canada	05/31/2021	2110719	TMA1192653	08/02/2023
OTTO	Canada	05/31/2021	2110696		
OTTOLINK	Canada	05/31/2021	2110724		