

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM163952

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900836194		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rycon Holdings, LLC		02/16/2024	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Bomanite LLC		
<b>Street Address:</b>	9000 E. Chenango Ave. Ste. 200		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	939187	BOMANITE	
<b>Registration Number:</b>	937388	BOMANITE	
<b>Registration Number:</b>	1148355	BOMANITE	
<b>Registration Number:</b>	1038567	BOMACRON	
<b>Registration Number:</b>	1010461	BOMACRON	
<b>Registration Number:</b>	2275812	MICRO-TOP	
<b>Registration Number:</b>	2131879	PATENE ARTECTURA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3037408494		
<b>Email:</b>	ggelman@gelman.law		
<b>Correspondent Name:</b>	Gabe Gelman		
<b>Address Line 1:</b>	8480 E. Orchard Rd., Suite 5000		
<b>Address Line 4:</b>	Greenwood Village, COLORADO 80111		
<b>NAME OF SUBMITTER:</b>	GABRIEL GELMAN		
<b>SIGNATURE:</b>	GABRIEL GELMAN		

<b>DATE SIGNED:</b>	03/08/2024
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**Total Attachments: 6**

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Colorado Secretary of State  
 Date and Time: 03/08/2024 12:09 PM  
 ID Number: 20241285622  
 Document number: 20241285622  
 Amount Paid: \$20.00

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ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Trade Name of a Reporting Entity**  
 filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20241051301</u> <small>(Colorado Secretary of State ID number)</small>
True name	<u>Bomanite LLC</u>
Form of entity	<u>Limited Liability Company</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

Bomanite, LLC

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

manufacturing, sales, and consulting

4. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

5. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)  
 The delayed effective date and, if applicable, time of this document are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

**Notice:**  
 Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

ASSET ASSIGNMENT  
Rycon Holdings, LLC

This Asset Assignment (“Assignment”), dated as of February 16, 2024, is made by and between Rycon Holdings, LLC, a California limited liability company (“Assignor”), and Bomanite, LLC, a Colorado limited liability company (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to sell to Assignee all right, title and interest of Assignor in and to the Purchased Assets that are owned by Assignor, free and clear of all Encumbrances.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of and pursuant to the terms and subject to the conditions set forth in the Purchase Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to all of the Purchased Assets that are owned by Assignor, free and clear of all Encumbrances.

2. Recordation. As to any of the Purchased Assets that constitute Assignor’s Company IP Rights, including but not limited those identified on the attached Schedule 1, Assignor hereby authorizes the U.S. Patent and Trademark Office and officials of other corresponding entities or agencies in any applicable jurisdictions to record Assignee as the assignee and owner of the IP Rights, and to issue all corresponding registrations to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. Further Assurances. From time to time after the date hereof, Assignor shall promptly take such steps and actions, and provide such cooperation and assistance to Assignee 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 requested by Assignee to effect, evidence, or perfect the assignment of the Company IP Rights to Assignee, or any assignee or successor thereto.

4. Assignee Responsibilities. For any actions that are required to be taken under this Assignment that involve third-parties assigning or transferring to Assignee any of the Purchased Assets (e.g., filings or submissions to the United States Patent and Trademark Office, assignment of contracts in the name of Assignor, etc.), those actions will be initiated and completed by Assignee at Assignee’s sole expense. Assignor shall timely cooperate with Assignee on any and all such matters.

5. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect

6. The true name and mailing address of the individual causing this document to be delivered for filing are

<u>Gelman</u>	<u>Gabe</u>		
(Last)	(First)	(Middle)	(Suffix)
<u>8480 E. Orchard Rd.</u>			
(Street number and name or Post Office Box information)			
<u>Suite 5000</u>			
<hr/>			
<u>Greenwood Village</u>	<u>CO</u>	<u>80111</u>	
(City)	(State)	(Postal/Zip Code)	
<hr/>	<u>United States</u>		
(Province – if applicable)	(Country – if not US)		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

to the Purchased Assets that are owned by Assignor. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by 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 Assignment.

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

8. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their duly authorized officers.


ASSIGNOR

RYCON HOLDINGS, LLC

\_\_\_\_\_  
L. Russell Ingersoll, Manager

ASSIGNEE

BOMANITE LLC

  
\_\_\_\_\_  
Name: Scott J Balch

Title: Strategic Managing Member  
\_\_\_\_\_

made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Purchased Assets that are owned by Assignor. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their duly authorized officers.

**ASSIGNOR**

RYCON HOLDINGS, LLC

  
L. Russell Ingersoll, Manager

**ASSIGNEE**

BOMANITE, LLC

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE 1

1. Trademark name: BOMANITE  
US Serial Number: 72394310  
US Registration Number: 939187  
Registration Date: July 25, 1972
  
2. Trademark name: BOMANITE  
US Serial Number: 72394458  
US Registration Number: 937388  
Registration Date: July 11, 1972
  
3. Trademark name: BOMANITE  
US Serial Number: 73215365  
US Registration Number: 1148355  
Registration Date: March 17, 1981
  
4. Trademark name: BOMACRON  
US Serial Number: 73024627  
US Registration Number: 1038567  
Registration Date: April 27, 1976
  
5. Trademark name: BOMACRON  
US Serial Number: 73024626  
US Registration Number: 1010461  
Registration Date: May 13, 1975
  
6. Trademark name: MICRO-TOP  
US Serial Number: 75480154  
US Registration Number: 2275812  
Registration Date: September 7, 1999
  
7. Trademark name: PATENE ARTECTURA  
US Serial Number: 75130701  
US Registration Number: 2131879  
Registration Date: January 27, 1998
  
8. Trademark name: Rycon  
US Serial Number: 88538225  
US Registration Number: 5989264  
Registration Date: February 18, 2020