

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI80098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TNV, Inc. d/b/a Trutegra		03/08/2024	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	Flatiron Lift Systems, LLC		
Street Address:	11 Vanguard Drive		
City:	Reading		
State/Country:	PENNSYLVANIA		
Postal Code:	19606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87021214	TRUMOTION	
Serial Number:	86948667	TRUTIME	
Serial Number:	85534733	TRUTEGRA	
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:	(202)469-5558		
Email:	andrea.simonich@hklaw.com,daniel.barsky@hklaw.com		
Correspondent Name:	Andrea Simonich		
Address Line 1:	800 17th Street N.W., Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	216016.00013		
NAME OF SUBMITTER:	ANDREA SIMONICH		
SIGNATURE:	ANDREA SIMONICH		
DATE SIGNED:	03/08/2024		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of March 8, 2024, is made by TNV, Inc. d/b/a Trutegra, a North Carolina corporation (“Assignor”), and Flatiron Lift Systems, LLC, a Delaware limited liability company (“Assignee”) (collectively, the “Parties”).

WHEREAS, Assignee is the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement, dated as of March 8, 2024 (the “Asset Purchase Agreement”); and

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP 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, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the patents set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

(b) the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the domain name registrations set forth on Schedule 3 hereto and all parts of electronic addresses associated therewith (the “Domain Names”);

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) 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 (except if and to the extent any such proceeds are designated as Excluded Assets by the terms of the Asset Purchase Agreement); and

(f) 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 (except if and to the extent any of the foregoing are designated as Excluded Assets by the terms of the Asset Purchase Agreement).

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP 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 Assignor and Assignee with respect to the Assigned IP. 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 IP 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 IP 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 IP Assignment.

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

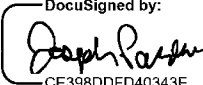
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws 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, the Parties have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

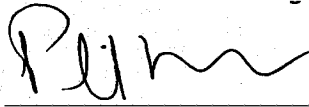
TNV, Inc. d/b/a Trutegra

DocuSigned by:

By: _____
Name: Joseph M. Pardue, Jr.
Title: President and Secretary

Address for Notices:
1101 Lester Mullis Rd.
Indian Trail, NC 28079

ASSIGNEE:

Flatiron Lift Systems, LLC

By: 

Name: Philip Wojcik

Title: Chief Executive Officer

Address for Notices:

Flatiron Lift Systems, LLC

c/o Warren Equity Partners, LLC

3948 3rd Street South, #88

Jacksonville Beach, FL 32250

Attention: Billy McCormick; Mark Bilali

SCHEDULE 1
ASSIGNED PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date
CRANE CONTROL SYSTEM AND METHOD	U.S.A.	9,302,890	April 5, 2016

SCHEDULE 2
ASSIGNED TRADEMARK REGISTRATIONS
Trademark Registrations

Mark	Jurisdiction	Registration Number	Serial Number	Registration Date
TRUMOTION	U.S.A.	5086711	87021214	November 22, 2016
TRUTIME	U.S.A.	5081083	86948667	November 15, 2016
TRUTEGRA	U.S.A.	4235375	85534733	October 30, 2012

SCHEDULE 3

ASSIGNED DOMAIN NAME REGISTRATIONS

Domain Name Registrations

<u>Domain Name</u>	<u>Registrant</u>	<u>Registrar</u>	<u>Expiry Date</u>
trutegra.com	Trutegra	<u>GoDaddy.com, LLC</u>	<u>2026-01-25</u>
truetegra.com	Trutegra	GoDaddy.com, LLC	<u>2026-01-25</u>
trutegra.net	Trutegra	GoDaddy.com, LLC	<u>2026-01-25</u>
truetegra.net	Trutegra	GoDaddy.com, LLC	<u>2026-01-25</u>