

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI160950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AE OpCo III LLC		03/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	LifePort, LLC		
Street Address:	1610 Heritage St.		
City:	Woodland		
State/Country:	WASHINGTON		
Postal Code:	98674-9581		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1489862	ATRIN	
Registration Number:	1488099	PANEL PIN	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	3126097565		
Email:	phack@vedderprice.com		
Correspondent Name:	Patricia Hack		
Address Line 1:	Vedder Price P.C.		
Address Line 2:	222 N. LaSalle Street, Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	53121070048		
NAME OF SUBMITTER:	PATRICIA IGNARSKI-HACK		
SIGNATURE:	PATRICIA IGNARSKI-HACK		
DATE SIGNED:	04/11/2024		
Total Attachments: 11			
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**INTELLECTUAL PROPERTY ASSIGNMENT
AND DOMAIN NAME TRANSFER AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made and entered into as of March 31, 2023, by and between LifePort, LLC, a Washington limited liability company (“**Assignee**”), and AE OpCo III LLC d/b/a Aeromatrix Composites, a Delaware limited liability company (“**Assignor**”). Capitalized terms used in this Assignment and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, this Assignment is delivered in connection with the transactions contemplated in that certain Asset Purchase Agreement, dated as of March 31, 2023, by and between Assignor and Assignee (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, convey, transfer, assign, contribute and/or deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor’s right, title and interest, as of the Closing, in and to the Acquired Assets;

WHEREAS, on March 25, 2022, Assignor filed a voluntary case under Chapter 11 of the United States Bankruptcy Code in the U.S. Bankruptcy Court for the Middle District of Florida, as Case No 8:22-bk-01186-CPM (“**Bankruptcy Court**” or “**Bankruptcy Case**”, as applicable);

WHEREAS, on October 31, 2022, the Bankruptcy Court entered an Order Docket No. 230 in the Bankruptcy Case confirming that certain AE OpCo III LLC d/b/a Aeromatrix’s Chapter 11 Plan of Liquidation dated September 1, 2022 Docket No. 171, which contemplates that Assignor will sell substantially all of its assets and winddown its Business operations by March 31, 2023;

WHEREAS, on March 22, 2023, the Bankruptcy Court entered that certain *Order Approving Debtor’s Expedited Motion for Order (I) Authorizing the Sale of Substantially All of Its Assets to LifePort, LLC Pursuant to 11 U.S.C. § 363, Free and Clear of All Liens, Claims and Encumbrances, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and (III) Granting Related Relief* Dkt. No. 366 (the “**Sale Order**”) approving the Purchase Agreement and the transactions contemplated thereby;

WHEREAS, the execution and delivery of this Assignment by the parties hereto is contemplated by the Purchase Agreement and the Sale Order;

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Internet domain names identified in Schedule A attached hereto (the “**Scheduled Domain Names**”);

WHEREAS, Assignee is desirous of having transferred to it the Scheduled Domain Names and any other domain names and social media accounts used in connection with the Business, as well as the intellectual property and other proprietary rights associated therewith;

WHEREAS, Assignor is the owner of copyrights in the contents of the website(s) appearing at the Scheduled Domain Names (the “**Scheduled Works**”);

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the certain works of authorship and copyrights owned by Assignor and associated or used in connection with

the Business including, but not limited to, the Scheduled Works, as successor to the business to which such works of authorship and copyrights pertain;

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule B attached hereto (collectively, the “**Scheduled Trademarks**”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the certain trademarks, service marks and other source identifying designations owned by Assignor and associated or used in connection with the Business including, but not limited to, the Scheduled Trademarks, as successor to the business to which such marks pertain;

WHEREAS, Assignor is the owner of the patents set forth in Schedule C attached hereto (collectively, the “**Scheduled Patents**”);

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the certain patents, patent applications, and other inventions (whether or not patentable) owned by Assignor including, but not limited to, the Scheduled Patents as successor to the business to which such pertain;

WHEREAS, pursuant to the Purchase Agreement, among other things, Assignor agreed to sell, and Assignee agreed to purchase, certain assets of Assignor, as described therein;

WHEREAS, it is a condition to the Closing of the Purchase Agreement that Assignor enter into this Assignment to transfer to Assignee the Intellectual Property pertaining to the Business or any of the Acquired Assets held by Assignor; and

WHEREAS, Assignee desires to purchase or acquire all of Assignor’s right, title, and interest in and to the Intellectual Property pertaining to the Business or any of the Acquired Assets.

NOW, THEREFORE, in consideration of the recitals and the mutual representations, warranties, covenants, and agreements set forth in this Assignment, the Purchase Agreement and the Sale Order, the payment of the consideration stipulated in the Purchase Agreement which Assignee has paid in accordance with the Purchase Agreement, and which payment Assignor admits and acknowledges has been made by Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer and Assignment of Rights in Domain Names. Except as set forth on Schedule 2.2(h) of the Purchase Agreement, Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) all right, title, and interest of Assignor in and to the Scheduled Domain Names together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

(b) all right, title, and interest of Assignor in and to all other domain names and social media accounts used solely in connection with the Business, together with any and all

trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries (collectively, the “**Unscheduled Domain Names**”); and

(c) the right of Assignor to sue and collect damages and/or profits for both past and present causes of action related to the Scheduled Domain Names and the Unscheduled Domain Names.

2. Assignment of Copyright. Except as set forth on Schedule 2.2(h) of the Purchase Agreement, Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) all right, title, and interest of Assignor in and to the Scheduled Works together with all copyrights, copyright applications, and registrations therefor including, but not limited to, the copyrights in the Scheduled Works, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

(b) all right, title, and interest of Assignor in and to all other works of authorship created solely by, exclusively for, or otherwise acquired solely by, the Business including, but not limited to, all copyrights, copyright applications, and registrations therefor, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries (collectively, the “**Unscheduled Works**”); and

(c) the right of Assignor to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Works and/or the Unscheduled Works.

3. Assignment of Trademarks. Except as set forth on Schedule 2.2(h) of the Purchase Agreement, Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) all right, title, and interest of Assignor in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as any trademark and service mark applications and registrations therefor, and the business to which such Scheduled Trademarks pertain, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

(b) all right, title, and interest of Assignor in and to all other trademarks, service marks, or other source identifying designations used solely in connection with the Business, together with the goodwill associated therewith, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries (collectively, the “**Unscheduled Trademarks**”); and

(c) the right of Assignor to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks and/or the Unscheduled Trademarks.

4. Assignment of Patents and/or Inventions. Except as set forth on Schedule 2.2(h) of the Purchase Agreement, Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) all right, title and interest of Assignor in and to the Scheduled Patents together with (i) the right to make, use, offer for sale and sell the inventions disclosed therein and the know-how and trade secrets included in the Scheduled Patents, (ii) all continuations, divisions, and renewals of and substitutes for the Scheduled Patents, and in, to, and under any and all additional patents, registrations, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries, (iii) any reissue or reissues or extension or extensions of said patents, including but not limited to all patents, patent applications, and registrations therefor, and (iv) the right to claim priority thereto under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose;

(b) all right, title, and interest of Assignor in and to all inventions, discoveries, know-how, and improvements thereof, and patents, registrations, and applications related thereto, and any and all continuations, divisions, and renewals of and substitutes for said applications, and in, to, and under any and all additional patents, registrations, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said patents created solely by, exclusively for, or otherwise acquired solely by, the Business, including but not limited to all patents, patent applications, and registrations therefor together with the right to claim priority thereto under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose (collectively, the “**Unscheduled Inventions**”); and

(c) the right of Assignor to apply for patents and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Patents and the Unscheduled Inventions.

5. Within forty-eight (48) hours after the date of the last signature to this Agreement, Assignor will provide Assignee with all necessary documents and/or instructions to effect the irrevocable transfer of all rights, title and interest in and to the Domain Names and/or the Unscheduled Domain Names and without limiting the foregoing, from Assignor to Assignee (e.g., enable the transfer with the Registrar by providing any necessary code to complete the transfer, such as, for example, Authorization Code (EPP Code) and providing any necessary account credentials desirable for effectuating such transfer, etc.) including, without limitation, copyright and trademark rights, and the goodwill associated with the every use of each Domain Names. Assignor will assist Assignee to complete the transfer of the registration of the Domain Names to Assignee on the books and records of the Registrar.

6. Upon completion of transfer of the Domain Names, Assignor shall immediately cease and desist from any and all use of the Domain Names, Scheduled Works, Scheduled Trademarks, Unscheduled Domains, Unscheduled Works, Unscheduled Trademarks, and Unscheduled Inventions (collectively, the “**Transferred IP**”) for any purpose.

7. Communication of Facts. Assignor, for itself and its successors and assigns, does hereby covenant that Assignor will communicate to Assignee, or to its successors, assigns, or nominees, without further compensation to Assignor, all known facts respecting the Intellectual

Property pertaining to the Business or any of the Acquired Assets (as defined in the Purchase Agreement), testify in any legal proceedings, execute and deliver such further instruments or documents, make all rightful oaths, and generally do everything reasonably possible to aid Assignee, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested fully and effectively to convey and transfer to and vest in Assignee, its successors and assigns or nominees, all right, title, and interest in and to the Intellectual Property pertaining to the Business or any of the Acquired Assets (as defined in the Purchase Agreement) and to obtain and enforce proper protection for the Intellectual Property pertaining to the Business or any of the Acquired Assets (as defined in the Purchase Agreement) in any and all countries.

8. Further Assistance. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment, and confirmation, and take such other action to register, evidence, perfect, and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee. .

9. Assignee, in its sole and absolute discretion, shall have the right to prosecute any and all lawsuits against any third parties for infringement of the rights of Assignee in the Transferred IP. Assignor shall cooperate to the best of its abilities with requests of Assignee in the prosecution of any such lawsuit or any other proceeding and shall be reimbursed for its reasonable costs by Assignee.

10. Binding Effect. All the terms, covenants, and conditions in this Assignment shall be binding upon Assignor and its successors and assigns and all others acting by, through, with or under their direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

11. Specific Enforcement. The parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at law in the event that any of the provisions of this Assignment were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Assignment and to enforce specifically the provisions of this Assignment without the requirement of posting of a bond or other security, this being in addition to any other remedy to which they are entitled at law or in equity.

12. No Conflicts. Assignor, for itself and its successors and assigns, hereby covenants that Assignor has not executed and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein. The terms of the Purchase Agreement and the Sale Order are incorporated herein by reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement and the Sale Order 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 and the Sale Order shall govern.

13. Miscellaneous. The provisions set forth in Section 10.6 (Notices), Section 10.11 (Headings; Construction), Section 10.13 (Severability), Section 10.14 (Governing Law; Jurisdiction; Waiver of Jury Trial) and Section 10.15 (Counterparts) of the Purchase Agreement are incorporated herein by reference as if they were fully set forth herein, mutatis mutandis.


[Signature Page Follows]

Signature Page to Intellectual Property Assignment

IN WITNESS WHEREOF, the undersigned have signed this Intellectual Property Assignment as of the date provided above.

ASSIGNOR:

AE OPCO III LLC
d/b/a AEROMATRIX COMPOSITES

By:  _____

Name: Jay Yook

Its: Manager

ASSIGNEE:

LIFEPOR, LLC

By: _____

Name: Jason Darley

Its: CEO

TRADEMARK

REEL: 008397 FRAME: 0845 c50f5111

Signature Page to Intellectual Property Assignment

IN WITNESS WHEREOF, the undersigned have signed this Intellectual Property Assignment as of the date provided above.

ASSIGNOR:

AE OPCO III LLC
d/b/a AEROMATRIX COMPOSITES

By: _____

Name: Jay Yook

Its: Manager

ASSIGNEE:

LIFEPORT, LLC

By:  _____
37F93162F73E4AA

Name: Jason Darley

Its: CEO

SCHEDULE A

SCHEDULED DOMAIN NAMES

Domain Name	Owner	Registrar	Expiration Date
<u>www.aeromatrixcomposites.com</u>	[To be provided]	[To be provided]	[To be provided]
<u>www.amxcomposites.com</u>	[To be provided]	[To be provided]	[To be provided]

Scheduled Works:

None.

Unscheduled Works:

None.

SCHEDULE B

SCHEDULED TRADEMARKS

Registered Marks:

Mark	Owner	Reg. No.	Reg. Date
ATRIN	AE OPCO III LLC	1,489,862	May 31, 1988
PANEL PIN	AE OPCO III LLC	1,488,099	May 17, 1988

Unregistered Marks:

None.

SCHEDULE C

SCHEDULED PATENTS

Patent No.	Country	Title	Owner Information
None.			

UNSCHEDULED INVENTIONS:

None.