

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI175063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Completion Material LLC		03/28/2024	Limited Liability Company: COLORADO
Oil Field Packaging LLC		03/28/2024	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Company Name:	Potters Industries, LLC		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5909014	TZM	
Registration Number:	5909015	PFM	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	4125621637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	501 Grant Street		
Address Line 2:	Suite 200		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0079577-000116		
NAME OF SUBMITTER:	Vicki Cremonese		
SIGNATURE:	Vicki Cremonese		
DATE SIGNED:	04/18/2024		

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Total Attachments: 6

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Execution Version

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of March 28, 2024, is made by UNIVERSAL COMPLETION MATERIAL LLC, a Colorado limited liability company (“**UCM**”), and OIL FIELD PACKAGING LLC, a Colorado limited liability company (“**Oil Field**” and, together with UCM, collectively, “**Seller**”), in favor of POTTERS INDUSTRIES, LLC, a Delaware limited liability company (“**Potters**”), the purchaser of certain assets of Seller, pursuant to that certain Asset Purchase and Sale Agreement between Seller and Potters, dated as of the date hereof (the “**Agreement**”).

WHEREAS, under the terms of the Agreement, Seller has conveyed, transferred, and assigned to Potters, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright 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, Seller hereby irrevocably conveys, transfers, and assigns to Potters, and Potters hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 0 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 copyright registrations and applications for registration set forth on Schedule **Error! Reference source not found.** hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Seller 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; 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Potters. Following the date hereof, upon the reasonable request of Potters, Seller shall take such steps and actions, and provide such cooperation and assistance to Potters 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Potters, or any assignee or successor thereto.

3. Terms of the Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Potters with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Agreement and the terms hereof, the terms of the 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 Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

UNIVERSAL COMPLETION MATERIAL LLC

DocuSigned by:

Jack Stabenau

42800A651327486...
Name: JOHN Stabenau

Title: President/CEO

Address for Notices: Universal Completion Material LLC
5575 S Sycamore #101
Littleton, CO 80120
Attention: Jack Stabenau
Email: jack.stabenau@gmail.com

OIL FIELD PACKAGING LLC

DocuSigned by:

Jack Stabenau

42800A651327486...
Name: JOHN Stabenau

Title: President/CEO

Address for Notices: Universal Completion Material LLC
5575 S Sycamore #101
Littleton, CO 80120
Attention: Jack Stabenau
Email: jack.stabenau@gmail.com

AGREED UPON AND ACCEPTED:

POTTERS INDUSTRIES, LLC

DocuSigned by:

Roger W Andersen

975A933074314F3...
Name: ROGER WILLIAM Andersen II

Title: Chief Administrative Officer

Address for Notices: Potters Industries, LLC
3222 Phoenixville Pike
Malvern, PA 19355
Attn: Andy Andersen
Email: andy.andersen@pottersindustries.com

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1**ASSIGNED PATENTS AND PATENT APPLICATIONS****Patents**

Title	Jurisdiction	Patent Number	Issue Date
Use of Micro-Particle Amorphous Silicate in Well Stimulation	United States	US 11,124,700 B2	September 21, 2021
Method of Using Micro-Particle Amorphous Silicate in Well Stimulation	United States	US 11,118,107 B2	September 14, 2021

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
The Use of Micro-Particle Amorphous Silicate in Well Stimulation	Canada	CA 3193818	September 9, 2020

SCHEDULE 2**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS****Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date
TZM	United States	5,909,014	November 12, 2019
PFM	United States	5,909,015	November 12, 2019

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date