

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6174808

|                                                                                                                                                                                                 |                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                    |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | NUNC PRO TUNC ASSIGNMENT          |
| <b>EFFECTIVE DATE:</b>                                                                                                                                                                          | 06/01/2020                        |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                   |
| <b>Name</b>                                                                                                                                                                                     | <b>Execution Date</b>             |
| BOND MANUFACTURING CO., INC. (INADVERTENTLY IDENTIFIED AS BOND MANUFACTURING CO INC)                                                                                                            | 06/12/2020                        |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                   |
| <b>Name:</b>                                                                                                                                                                                    | PRO-MARK, LLC                     |
| <b>Street Address:</b>                                                                                                                                                                          | 845 OVERLAND ROAD                 |
| <b>City:</b>                                                                                                                                                                                    | NORTH SALT LAKE                   |
| <b>State/Country:</b>                                                                                                                                                                           | UTAH                              |
| <b>Postal Code:</b>                                                                                                                                                                             | 84054                             |
| <b>PROPERTY NUMBERS Total: 5</b>                                                                                                                                                                |                                   |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                     |
| Patent Number:                                                                                                                                                                                  | D760042                           |
| Patent Number:                                                                                                                                                                                  | D764025                           |
| Patent Number:                                                                                                                                                                                  | D767968                           |
| Patent Number:                                                                                                                                                                                  | D783374                           |
| Patent Number:                                                                                                                                                                                  | D784780                           |
| <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>                                                                                                                                                                                   | 801-518-7629                      |
| <b>Email:</b>                                                                                                                                                                                   | rapp@austin-rapp.com              |
| <b>Correspondent Name:</b>                                                                                                                                                                      | ROBERT S. RAPP                    |
| <b>Address Line 1:</b>                                                                                                                                                                          | 170 S. MAIN, SUITE 735            |
| <b>Address Line 4:</b>                                                                                                                                                                          | SALT LAKE CITY, UTAH 84101        |
| <b>ATTORNEY DOCKET NUMBER:</b>                                                                                                                                                                  | 3146.8.214                        |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | ROBERT S. RAPP                    |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Robert S. Rapp, Reg. No. 45,393/ |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 06/26/2020                        |

**Total Attachments: 11**

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source=Signed\_Assignment\_Bond\_to\_Pro-Mark\_ToFile#page11.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), effective as of June 1, 2020, by and between Bond Manufacturing Co., Inc., a California corporation (the "Assignor"), formerly known as Bond Manufacturing Co., which entity has at times, through inadvertent error, been referred to as Bond Manufacturing; Bond Manufacturing Co Inc; Bond Manufacturing Company; Bond Manufacturing, Co.; or Bond Manufacturing, Co., Inc., as indicated in the accompanying Declaration of Cameron Jenkins, which is included as Attachment 1, and Pro-Mark, LLC, a Utah limited liability company ("Assignee").

### W I T N E S S E T H

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of June 1, 2020, by and among Assignor and Assignee (the "Purchase Agreement"), Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Purchased Property, including certain registered intellectual property and applications for registration of intellectual property, including the patents and patent applications set forth on Schedule A (collectively, the "Patents"), the registered and pending trademarks and service marks set forth on Schedule A, including common law rights to the extent available under Applicable Law (collectively, the "Trademarks"), and the internet domain names set forth on Schedule A (collectively, the "Domain Names"); and

WHEREAS, the parties wish to execute and deliver this IP Assignment for the purpose of assigning all of Assignor's right, title and interest in and to the Patents, Trademarks, and Domain Names from Assignor to Assignee; and

WHEREAS, the terms of the Purchase Agreement are incorporated herein by reference and capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignor does hereby irrevocably sell, convey, assign, deliver, and transfer to Assignee, its successors, assigns and legal representatives, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Patents, including (i) any and all rights of priority thereto and renewals thereof; (ii) all patents and patent applications to which any of the Patents claim priority and all patents and patent applications claiming priority to any of the foregoing; and (iii) all causes of action related to the Patents, including the right to damages and profits, due or accrued, and the right to sue and recover for past, present, and future infringement, misappropriation, violation, misuse, breach or default. Assignor further consents to recordation of this IP Assignment by Assignee, including with the U.S. Patent and Trademark Office or other similar foreign offices.

2. Assignor does hereby irrevocably sell, convey, assign, deliver, and transfer to Assignee, its successors, assigns and legal representatives, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks set forth on Schedule A, including (i) all goodwill associated therewith and symbolized thereby; (ii) any and all rights of priority thereto and renewals thereof; and (iii) all causes of action related to the Trademarks, including the right to damages and profits, due or accrued, and the right to sue and recover for past, present, and future infringement, misappropriation, violation, misuse, breach or default of the foregoing. Assignor further consents to recordation of this Assignment by Assignee, including with the U.S. Patent and Trademark Office or other similar foreign office.

3. Assignor does hereby irrevocably sell, convey, assign, deliver, and transfer to Assignee, its successors, assigns and legal representatives, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Domain Names, including the right to renew such registrations and the right to damages and profits, due or accrued, and the right to sue and recover for past, present, and future infringement, misappropriation, violation, misuse, breach or default of the foregoing.

4. Assignor shall execute and deliver such further conveyance instruments and take such further actions as may be reasonably necessary to evidence more fully the present transfer of the Patents, Trademarks, and Domain Names, including, without limitation and at Assignee's expense (i) completing all automated procedures and documentation as may be reasonably required to effectuate the transfer of the Domain Names, and (ii) providing testimony in connection with any proceeding affecting the right, title, or interest of Assignee in the Patents, Trademarks, and/or the Domain Names.

5. Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all ownership rights in and to the Patents and Trademarks to Assignee as assignee of Assignor's entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

6. This IP Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the terms and conditions set forth in the Purchase Agreement. Nothing in this IP Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the parties under, or the terms of, the Purchase Agreement, the Support Agreement or the Transaction Documents. In the event of any conflict between the Purchase Agreement and this IP Assignment, the provisions of the Purchase Agreement shall control.

7. The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

8. The officer that executes this IP Assignment on behalf of Assignor is authorized to bind and obligate each of the entities defined herein as part of Assignor. The officer that executes this IP Assignment on behalf of Assignee is authorized to bind and obligate the entity defined herein as Assignee.

9. Each of the parties hereto agree to cooperate and to execute and deliver to the other parties such further instruments, and to take such further actions as may be reasonably requested by such other parties to evidence and reflect the transactions contemplated by this Agreement.

10. Section 12 of the Purchase Agreement is hereby incorporated by reference, *mutatis mutandis*.

11. This IP Assignment supersedes and replaces any and all assignments previously executed by the Parties in relation to the intellectual property identified in Schedule A.

*[Signature pages follow]*

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Assignment Agreement, which is effective as of the date first set forth above.

**Bond Manufacturing Co., Inc.**

By:



Name: Cameron Jenkins

Title: President

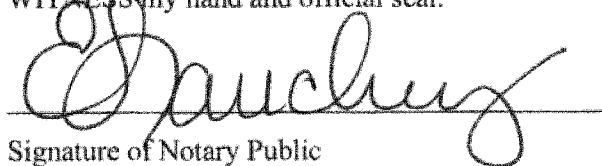
State of CALIFORNIA )

) ss.

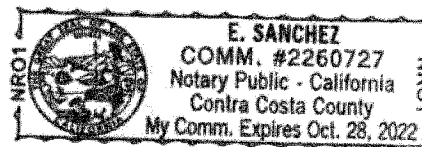
County of CONTRA COSTA )

On 6/10/20, before me, Elena Sanchez, Notary Public, personally appeared Cameron Jenkins, personally known to me or proved to me on the basis of satisfactory evidence of identification, which were drivers license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public



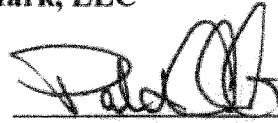
My Commission Expires: 10/28/22

Place Notary Seal Above

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Assignment Agreement, which is effective as of the date first set forth above.

**Pro-Mark, LLC**

By:



Name: Paul Archibald

Title: President

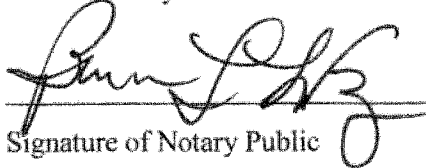
State of Utah )

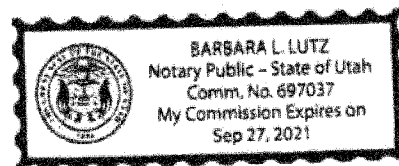
) ss.

County of Davis )

On 6/12/2020, before me, Barbara L. Lutz, Notary Public, personally appeared Paul Archibald personally known to me or proved to me on the basis of satisfactory evidence of identification, which were not applicable, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public



My Commission Expires: Sep 27, 2021

Place Notary Seal Above

## ATTACHMENT 1

### Declaration of Cameron Jenkins

I declare under penalty of perjury as follows:

1. I am the President of Bond Manufacturing Co., Inc., a California corporation ("Bond"). Bond changed its name from "Bond Manufacturing Co." to "Bond Manufacturing Co., Inc." as of July 23, 2015.

2. Bond is the owner of the intellectual property identified in Schedule A of this declaration. In addition, to its legal names (*i.e.*, "Bond Manufacturing Co." and "Bond Manufacturing Co., Inc."), Bond was, through inadvertent error, identified by one or more of the following names on or in connection with a number of patents and trademarks identified in Schedule A:

Bond Manufacturing  
Bond Manufacturing Co Inc  
Bond Manufacturing Company  
Bond Manufacturing, Co.  
Bond Manufacturing, Co., Inc.

3. I affirm that each of the foregoing names when used on or in connection with the intellectual property identified in Schedule A refers to Bond and not to another entity.

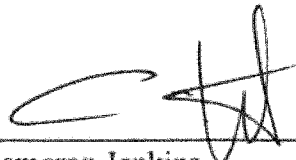
The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

*[Signature page follows]*



IN WITNESS WHEREOF, the undersigned has executed this Declaration of  
Cameron Jenkins.

By:

  
Cameron Jenkins

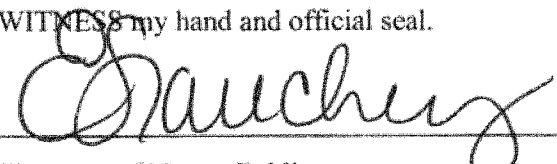
State of California )

) ss.

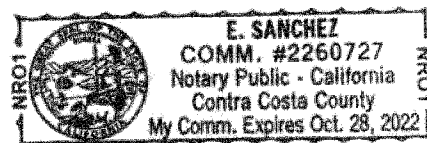
County of CONTRA COSTA )

On 6/10/20, before me, Elena Sanchez, Notary Public,  
personally appeared Cameron Jenkins, personally known to me or proved to me on the  
basis of satisfactory evidence of identification, which were drivers license, to be  
the person whose name is subscribed to the within instrument and acknowledged to me that he  
executed the same in his authorized capacity, and that by his signature on the instrument the person,  
or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public

My Commission Expires: 10/28/22



Place Notary Seal Above

## Schedule A

### PATENTS

| <u>Country</u> | <u>Title</u>                      | <u>Application No.</u> | <u>File Date</u> | <u>Patent No.</u> |
|----------------|-----------------------------------|------------------------|------------------|-------------------|
| US             | Silicone grip for garden tools    | 29/530030              | 6/12/2015        | D760042           |
| US             | Silicone grip for watering nozzle | 29/532542              | 7/8/2015         | D764025           |
| US             | Silicone grip for garden tools    | 29/530025              | 6/12/2015        | D767968           |
| US             | Silicone grip for garden tools    | 29/530034              | 6/12/2015        | D783374           |
| US             | Silicone grip for garden tools    | 29/530037              | 6/12/2015        | D784780           |

### TRADEMARKS

| <u>Country</u> | <u>Mark</u>                    | <u>File Date</u> | <u>Registration No.</u> |
|----------------|--------------------------------|------------------|-------------------------|
| USA            | Accuscape                      | 10/18/2012       | 4538807                 |
| USA            | Accuscape Proseries            | 2/22/2018        | 5678000                 |
| USA            | AEROFLEX EXPANDING GARDEN HOSE | 2/11/2016        | 5097198                 |
| USA            | ANTI KINK                      | 10/26/2015       | 5148390                 |
| USA            | Bloom                          | 2/3/2014         | 4677674                 |
| USA            | bloom                          | 3/7/2018         | 5625978                 |
| USA            | Bloom                          | 3/14/2012        | 4293391                 |
| International  | Bloom                          |                  | 1 288 218               |
| USA            | Bloom                          | 7/11/2012        | 4455969                 |

| <u>Country</u> | <u>Mark</u>            | <u>File Date</u> | <u>Registration No.</u> |
|----------------|------------------------|------------------|-------------------------|
| USA            | Bond (stylized)        | 8/8/2005         | 3261213                 |
| USA            | Bond                   | 8/4/2005         | 3392004                 |
| USA            | Bond                   | 8/4/2005         | 3684493                 |
| USA            | Bond (stylized)        | 8/8/2005         | 3741198                 |
| USA            | Bond                   | 1/24/2015        | 4746070                 |
| USA            | Bond (stylized)        |                  | 5508724                 |
| USA            | Bond                   | 2/15/2018        | 5519694                 |
| USA            | Bryant                 | 6/16/2011        | 4621447                 |
| USA            | Carbonite              | 10/27/2010       | 4104074                 |
| Canada         | Carbonite Canada       | 12/19/2011       | TMA807454               |
| USA            | ControlGrip            | 3/14/2016        | 5162664                 |
| USA            | Duraflex               | 6/10/2016        | 5247591                 |
| USA            | Duraflexpro            | 2/28/2018        | 5629503                 |
| USA            | Exojacket              | 9/23/2016        | 5191038                 |
| USA            | Garden IQ Series       | 7/23/2008        | 3781973                 |
| USA            | Garden IQ Series       | 7/23/2008        | 3793924                 |
| USA            | GrassZilla             | 10/22/2103       | 4514770                 |
| USA            | GripHook               | 3/14/2016        | 5130432                 |
| USA            | Hydralite              | 12/31/2014       | 5191320                 |
| USA            | Insta brace            | 2/22/2018        | 5682018                 |
| USA            | NO KINK                | 6/4/2013         | 4709720                 |
| USA            | Polyfusion Technology  | 10/26/2015       | 5033196                 |
| USA            | Quick Repair Couplings | 2/1/2017         | 5440010                 |
| USA            | SMART PRUNER           | 8/16/2016        | 5156155                 |

| <u>Country</u> | <u>Mark</u>           | <u>File Date</u> | <u>Registration No.</u>                  |
|----------------|-----------------------|------------------|------------------------------------------|
| USA            | SMART SAUCER          | 6/5/2015         | 5046545                                  |
| USA            | SnakeWand             | 3/10/2016        | 5045609                                  |
| USA            | SPLASH                | 6/20/2013        | 4625774                                  |
| USA            | SyncDrive             | 2/5/2013         | 4507452                                  |
| USA            | Tanglefree            | 1/2/2015         | 4749962                                  |
| USA            | Titanium              | 10/31/2014       | 4906379                                  |
| USA            | Weed Out              | 8/20/2015        | 4958897                                  |
| USA            | WINDZILLA             | 10/22/2013       | 4514768                                  |
| USA            | XTREME STEP           | 12/2/2017        | 5195777                                  |
| USA            | XtremeGrip            | 2/12/2013        | 4832338                                  |
| USA            | Yachtsman             | 7/20/2016        | 5247682                                  |
| USA            | ZERO KINK             | 6/3/2013         | 4714168                                  |
| USA            | Bond                  | 3/25/2020        | Pending;<br>Application No.:<br>88847870 |
| USA            | Bloom                 | 6/13/2019        | Pending;<br>Application No.:<br>88472768 |
| USA            | Performance           | 10/21/2019       | Pending;<br>Application No.:<br>88662823 |
| USA            | Safecation            | 3/20/2020        | Pending;<br>Application No.:<br>88842060 |
| Canada         | AEROFLEX & DESIGN     | 3/7/2018         | TMA1077899                               |
| Canada         | Bloom                 | 3/7/2018         | Pending;<br>Application No.:<br>1886703  |
| Canada         | Bond                  | 2/16/2018        | Pending;<br>Application No.:<br>1883731  |
| Canada         | Polyfusion technology | 3/7/2018         | TMA1077898                               |
| Canada         | Snakewand             | 3/7/2018         | TMA1077010                               |
| Canada         | Duraflex              | 5/2/2018         | Pending;<br>Application No.:<br>1897076  |
| Australia      | Bloom                 | 2/14/2014        | 1606142                                  |
| EUIPO          | Bloom                 | 2/14/2014        | 12600094                                 |

| <u>Country</u> | <u>Mark</u>               | <u>File Date</u> | <u>Registration No.</u> |
|----------------|---------------------------|------------------|-------------------------|
| International  | bloom                     | 12/14/2015       | 1323329                 |
| International  | AccuScape (International) | 2/7/2017         | 1347578                 |
| International  | POLYFUSION TECHNOLOGY     | 10/11/2017       | 1374763                 |
| International  | Exojacket                 | 10/11/2017       | 1374962                 |
| International  | SnakeWand                 | 10/11/2017       | 1375137                 |
| International  | DURAFLEX                  | 10/11/2017       | 1376835                 |
| International  | SyncDrive                 | 10/11/2017       | 1379970                 |
| International  | Bloom                     | 10/11/2017       | 1380229                 |
| International  | CARBONITE                 | 10/11/2017       | 1412596                 |
| New Zealand    | bloom                     | 12/14/2015       | 1037601                 |
| New Zealand    | bloom                     | 12/14/2015       | 1057385                 |
| New Zealand    | AccuScape                 | 2/7/2017         | 1068069                 |
| New Zealand    | POLYFUSION TECHNOLOGY     | 10/11/2017       | 1080396                 |
| New Zealand    | Exojacket                 | 10/11/2017       | 1080824                 |
| New Zealand    | SnakeWand                 | 10/11/2017       | 1080843                 |
| New Zealand    | DURAFLEX                  | 10/11/2017       | 1081400                 |
| New Zealand    | SyncDrive                 | 10/11/2017       | 1082971                 |
| New Zealand    | bloom                     | 10/11/2017       | 1083003                 |
| New Zealand    | CARBONITE                 | 2/14/2014        | 1097588                 |