

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6298643

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FLINT INDUSTRIES, INC.	08/31/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GEO HOLDINGS, LLC
<b>Street Address:</b>	1040 E LILLIAN ST
<b>City:</b>	METTER
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30439
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7891914
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(616)336-7000
<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>	6163366000
<b>Email:</b>	patents@varnumlaw.com
<b>Correspondent Name:</b>	TIMOTHY E. EAGLE
<b>Address Line 1:</b>	333 BRIDGE STREET, P.O. BOX 352
<b>Address Line 4:</b>	GRAND RAPIDS, MICHIGAN 49504
<b>ATTORNEY DOCKET NUMBER:</b>	FLINT/GEO/HILLER
<b>NAME OF SUBMITTER:</b>	TIMOTHY E. EAGLE
<b>SIGNATURE:</b>	/Timothy E. Eagle/
<b>DATE SIGNED:</b>	09/15/2020
<b>Total Attachments: 7</b>	
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of August 31, 2020, is made by FLINT INDUSTRIES, INC., a Georgia corporation ("**Seller**"), in favor of GEO Holdings, LLC, a Michigan limited liability ("**Buyer**"), a, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of August 31, 2020 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, 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 Buyer, and Buyer 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, and applications for registration, and exclusive copyright licenses set forth on Schedule 0 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, and 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 Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.

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

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 Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia 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.

FLINT INDUSTRIES, INC.

By: [Signature]  
Name: Joe Smallwood  
Title: President

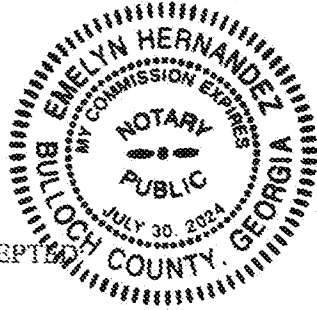
ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF CANDLER

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)SS.  
)

On the 31 day of August, 2020, before me personally appeared Joe Smallwood personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Flint Industries, Inc., a Georgia corporation, and acknowledged the instrument to be his free act and deed/the free act and deed of Flint Industries, Inc. for the uses and purposes mentioned in the instrument.



My Commission Expires:

[Signature]  
Notary Public  
Printed Name: Emelyn Hernandez

AGREED TO AND ACCEPTED

GEO Holdings, LLC

By: \_\_\_\_\_  
Name: Gregg Lebster  
Title: Manager

ACKNOWLEDGMENT

STATE OF MICHIGAN

COUNTY OF KENT

)  
)SS.  
)

On the \_\_\_\_\_ day of August, 2020, before me personally appeared Gregg Lebster, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Manager of GEO Holdings, LLC, a Michigan limited liability company, and acknowledged the instrument to be his free act and deed/the free act and deed of GEO Holdings, LLC for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public  
Printed Name:

My Commission Expires:

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

FLINT INDUSTRIES, INC.

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

ACKNOWLEDGMENT

STATE OF GEORGIA )  
 )SS.  
COUNTY OF CANDLER )

On the \_\_\_\_\_ day of August, 2020, before me personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the \_\_\_\_\_ of Flint Industries, Inc., a Georgia corporation, and acknowledged the instrument to be his free act and deed/the free act and deed of Flint Industries, Inc. for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public  
Printed Name:

My Commission Expires:

AGREED TO AND ACCEPTED:

GEO Holdings, LLC  
By: *Gregg Lebster*  
Name: Gregg Lebster  
Title: Manager

ACKNOWLEDGMENT

STATE OF MICHIGAN )  
 )SS.  
COUNTY OF KENT )

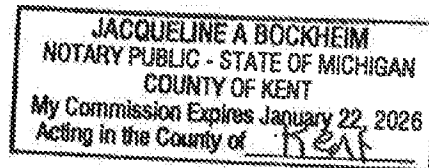
On the 31<sup>st</sup> day of August, 2020, before me personally appeared Gregg Lebster, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Manager of GEO Holdings, LLC, a Michigan limited liability company, and acknowledged the instrument to be his free act and deed/the free act and deed of GEO Holdings, LLC for the uses and purposes mentioned in the instrument.

*Jacqueline A Bockheim*  
Notary Public  
Printed Name:

My Commission Expires:

*Jacqueline Bockheim*

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**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
Geotextile Tube	United States	7,891,914,B2	02/22/2011

**Patent Applications**

None.

## SCHEDULE 2

### ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

#### Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Titanbag	United States	4,278,902	01/22/2013
Titantube	United States	4,278,899	01/22/2013

#### Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
TITANBOOM	United States	Pending Intent to Use	85631398	5/22/2012



**SCHEDULE 3**

**ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

**Copyright Registrations**

None.

**Copyright Applications**

None.