

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7171107

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	AURIZON ULTRASONICS, LLC	08/01/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	AURIZON, LLC	
<b>Street Address:</b>	900 W. KENNEDY AVE.	
<b>City:</b>	KIMBERLY	
<b>State/Country:</b>	WISCONSIN	
<b>Postal Code:</b>	54136	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	17308650
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(314)612-2307	
<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>	3146215070	
<b>Email:</b>	jreany@atllp.com, uspatents@atllp.com	
<b>Correspondent Name:</b>	ARMSTRONG TEASDALE LLP	
<b>Address Line 1:</b>	7700 FORSYTH BOULEVARD	
<b>Address Line 2:</b>	SUITE 1800	
<b>Address Line 4:</b>	ST. LOUIS, MISSOURI 63105	
<b>ATTORNEY DOCKET NUMBER:</b>	39443-77	
<b>NAME OF SUBMITTER:</b>	PATRICK E. BRENNAN	
<b>SIGNATURE:</b>	/Patrick E. Brennan/	
<b>DATE SIGNED:</b>	02/11/2022	
<b>Total Attachments: 9</b>		
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TRADEMARK, PATENT, AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark, Patent, and Domain Name Assignment Agreement (this “Agreement”) is made as of August 1, 2019, by and between (i) Aurizon Ultrasonics, LLC (the “Seller”) and (ii) Aurizon, LLC (the “Purchaser”). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in that certain Asset Purchase Agreement by and among the Seller, the Selling Holders, the Purchaser and the other parties named therein, dated as of August 1, 2019 (as may be amended, modified, restated and/or supplemented from time to time, the “Purchase Agreement”).

BACKGROUND

Pursuant to the Purchase Agreement, the Seller has agreed to sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser has agreed to purchase, substantially all of the properties, rights, interests and other tangible and intangible assets of the Seller owned, licensed, used or held for use by the Seller in connection with, relating to or necessary for the operation of the business, including the development, manufacture, and supply of high-power ultrasonic systems (the “Business”), including all of the Seller’s right, title and interest in and to:

- a. the registered trademarks and trademark applications listed on Annex A (collectively, the “Acquired Marks”);
- b. the patents and patent applications listed on Annex B, together with any continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutes, and extensions thereof, the “Assigned Patents”);
- c. the unregistered trademarks listed on Annex C (collectively, the “Unregistered Marks”); and
- d. the domain names listed on Annex D (collectively, the “Domain Names”).

The Seller and the Purchaser desire to enter into this Agreement in order to evidence and effectuate the assignment of the Acquired Marks, Assigned Patents, Unregistered Marks, and Domain Names (collectively, the “Assigned Intellectual Property”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser hereby agree as follows:

1. Assignment of Acquired Marks. On the terms and subject to the conditions of this Agreement, the Seller hereby sells, assigns, conveys, delivers and transfers to the Purchaser all of the Seller’s right, title and interest to the Acquired Marks, all goodwill of the Business associated therewith or symbolized thereby, and all other proprietary rights relating to any of the foregoing including without limitation all remedies against infringements thereof, rights to protection of interests therein, all past, present and future rights of priority, all income, royalties and payments receivable in respect thereof, and all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of the foregoing, and the right to sue and recover for past, present and future infringements, misappropriations, dilutions, or other violations of the foregoing).

2. Assignment of Assigned Patents. On the terms and subject to the conditions of this Agreement, the Seller hereby sells, assigns, conveys, delivers and transfers to the Purchaser all of the Seller's right, title and interest in and to the Assigned Patents, the inventions claimed therein, and all other proprietary rights relating to any of the foregoing including without limitation all remedies against infringements thereof, rights to protection of interests therein, all past, present and future rights of priority, all income, royalties and payments receivable in respect thereof, and all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of the foregoing, and the right to sue and recover for past, present and future infringements, misappropriations, and other violations of the foregoing).
3. Assignment of Unregistered Marks. On the terms and subject to the conditions of this Agreement, the Seller hereby sells, assigns, conveys, delivers and transfers to the Purchaser all of the Seller's right, title and interest to the Unregistered Marks, all goodwill of the Business associated therewith or symbolized thereby, and all other proprietary rights relating to any of the foregoing including without limitation all remedies against infringements thereof, rights to protection of interests therein, all past, present and future rights of priority, all income, royalties and payments receivable in respect thereof, and all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of the foregoing, and the right to sue and recover for past, present and future infringements, misappropriations, dilutions, or other violations of the foregoing).
4. Assignment and Transfer of Domain Names and Associated Websites.
  - a) On the terms and subject to the conditions of this Agreement, the Seller hereby sells, assigns, conveys, delivers and transfers to the Purchaser all of the Seller's right, title and interest in and to the Domain Names throughout the world, and all other proprietary rights relating to any of the foregoing including without limitation all remedies against infringements thereof, rights to protection of interests therein, all past, present and future income, royalties and payments receivable in respect thereof, and all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of the foregoing, and the right to sue and recover for past, present and future infringements, misappropriations, or other violations of the foregoing).
  - b) Transfer Procedures. Upon execution of this Agreement, the Seller and the Purchaser shall promptly institute a transfer of the Domain Names in accordance with the domain name procedures enacted by the appropriate domain name registrar. The Purchaser shall have unrestricted use of the Domain Names. The Seller agrees to work with the Purchaser to facilitate the transfer of ownership of the Domain Names to the Purchaser's designated domain name registrars. The Seller and the Purchaser shall work together to complete any registrar forms required by the appropriate domain name registrars. The Purchaser agrees to provide any information required by the Seller to complete all transfer of registrar forms.
  - c) After the transfer, the Purchaser shall be solely responsible for all registration and maintenance fees and procedures for the Domain Names.
5. Terms of the Purchase Agreement. All provisions of the Purchase Agreement are incorporated herein by this reference and shall govern this Agreement, including all matters of construction, validity and performance as set forth in Section 7 of the Purchase Agreement. Seller hereby acknowledges and agrees that the representations, warranties, covenants, agreements and

indemnities contained in the Purchase Agreement shall not be superseded, modified, replaced, waived or otherwise affected by this Agreement but shall remain in full force and effect to the full extent provided by the Purchase Agreement. Purchaser hereby acknowledges and agrees that Seller is making no representation or warranty with respect to the Assigned Intellectual Property, except as specifically set forth in the Purchase Agreement and the schedules, exhibits, certificates and Transaction Documents delivered pursuant thereto, and hereby acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, modified, replaced, waived or otherwise affected by this Agreement but shall remain in full force and effect to the full extent provided by the Purchase Agreement.

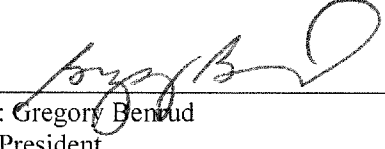
6. Waivers and Amendments. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder. Any agreement on the part of a party hereto to any waiver of any right, power or privilege hereunder or any provision of this Agreement shall be valid only if set forth in a written instrument signed on behalf of such party. This Agreement may only be amended with the written consent of the Seller and the Purchaser.
7. Entire Agreement; Conflict with Asset Purchase Agreement. This Agreement and the Purchase Agreement contain the entire agreement between the parties concerning the matters referred to herein. In the event of any conflict between the terms of this Agreement and the Purchase Agreement, the Purchase Agreement shall control.
8. Counterparts. This Agreement may be executed in counterparts, including by electronic (e.g., PDF) transmission, each of which shall be deemed to be an original, but together shall constitute the same agreement.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

**SELLER:**

AURIZON ULTRASONICS, LLC

By:   
Name: Gregory Benrud  
Title: President

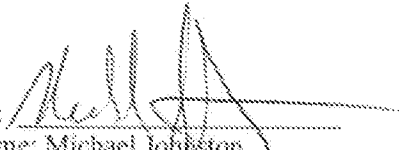
[Signature Page to Trademark, Patent, and Domain Name Assignment Agreement]

**PATENT**  
**REEL: 058986 FRAME: 0497**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

**PURCHASER:**



AURIZON, LLC

By:   
Name: Michael Johnston  
Title: President

[Signature Page to Trademark, Patent, and Domain Name Assignment Agreement]

# Annex A

## Acquired Marks

Registered Trademark	Registration Number	Registration Date	Description	Record Owner	Jurisdiction
AURIZON	4,443,015	12/3/2013	The word "AURIZON" without claim to any particular font, style, size, or color	Aurizon Ultrasonics, LLC	US
	4,443,017	12/3/2013	The stylized word "AURIZON" on top of the stylized word "Ultrasonics", both placed to right of a graphic element consisting of a round-cornered square inscribing a wave-like motif	Aurizon Ultrasonics, LLC	US
	4,453,922	12/24/2013	The word "AURIZON" in stylized font	Aurizon Ultrasonics, LLC	US



## Annex B

### Assigned Patents

Type	Patent [Application] Number	Issue [Filing] Date	Description	Record Owner	Jurisdiction
Patent Application	14/951884	11/25/2015	APPARATUS FOR FABRICATING AN ELASTIC NONWOVEN MATERIAL	Aurizon Ultrasonics, LLC	US
Patent Application	PCT/US2016/024617	3/29/2016	APPARATUS FOR FABRICATING AN ELASTIC NONWOVEN MATERIAL	Aurizon Ultrasonics, LLC	PCT
Patent Application	BR112017020571-8	9/26/2017	APPARATUS FOR FABRICATING AN ELASTIC NONWOVEN MATERIAL	Aurizon Ultrasonics, LLC	Brazil
Patent Application	201680027507.3	11/10/2017	APPARATUS FOR FABRICATING AN ELASTIC NONWOVEN MATERIAL	Aurizon Ultrasonics, LLC	China
Patent Application	16773958	9/15/2017	APPARATUS FOR FABRICATING AN ELASTIC NONWOVEN MATERIAL	Aurizon Ultrasonics, LLC	Europe
Patent Application	2018-502606	9/29/2017	APPARATUS FOR FABRICATING AN ELASTIC NONWOVEN MATERIAL	Aurizon Ultrasonics, LLC	Japan
Patent Application	10-2017-7030917	10/26/2017	APPARATUS FOR FABRICATING AN ELASTIC NONWOVEN MATERIAL	Aurizon Ultrasonics, LLC	Korea
Patent Application	MX/A/2017/012569	9/29/2017	APPARATUS FOR FABRICATING AN ELASTIC NONWOVEN MATERIAL	Aurizon Ultrasonics, LLC	Mexico
Patent Application	15/718872	9/28/2017	APPARATUS FOR FABRICATING AN ELASTIC NONWOVEN MATERIAL	Aurizon Ultrasonics, LLC	US
Patent Application	PCT/US2017/054026	9/28/2017	APPARATUS FOR FABRICATING AN ELASTIC NONWOVEN MATERIAL	Aurizon Ultrasonics, LLC	PCT

## Annex C

### Unregistered Marks

Unregistered Mark	Date	Owner	Jurisdiction
Soniseal™	est. 2016	Aurizon Ultrasonics, LLC	United States
Sonisolution™	est. 2016	Aurizon Ultrasonics, LLC	United States
Accubond™	est. 2017	Aurizon Ultrasonics, LLC	United States
Active Force Control™	est. 2010	Aurizon Ultrasonics, LLC	United States
Active Force Control™	est. 2011	Aurizon Ultrasonics, LLC	United States
Experience Better	est. 2016	Aurizon Ultrasonics, LLC	United States

## Annex D

### Domain Names

Domain Name	Expiration / Renewal Date	Record Owner
aurizonultrasonics.com	6/23/2019	Aurizon Ultrasonics, LLC
aurizonultrasonics.us	6/23/2019	Aurizon Ultrasonics, LLC
aurizon-ultrasonics.com	6/23/2019	Aurizon Ultrasonics, LLC
ausonics.com	6/24/2019	Aurizon Ultrasonics, LLC
aurizonsonics.com	6/24/2019	Aurizon Ultrasonics, LLC
noglueneeded.com	2/20/2019	Aurizon Ultrasonics, LLC
rotaryultrasonics.com	5/25/2019	Aurizon Ultrasonics, LLC
soniseal.com	5/25/2019	Aurizon Ultrasonics, LLC
activeforcecontrol.com	6/6/2020	Aurizon Ultrasonics, LLC