## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7402984

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
LIQUID FINANCE ACQUISITION LLC	08/13/2021

#### **RECEIVING PARTY DATA**

Name:	GVM, INC.
Street Address:	374 HEIDLERSBURG ROAD
City:	BIGLERVILLE
State/Country:	PENNSYLVANIA
Postal Code:	17307

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number
Application Number:	16639014
Patent Number:	10336381
Patent Number:	11045827

#### **CORRESPONDENCE DATA**

**Fax Number:** (717)237-5300

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.

**Phone:** 7172375395

Email: hlawrence@mcneeslaw.com

Correspondent Name: HOLLY J. LAWRENCE
Address Line 1: 100 PINE STREET
Address Line 2: P.O. BOX 1166

Address Line 4: HARRISBURG, PENNSYLVANIA 17108-1166

ATTORNEY DOCKET NUMBER:	16009-0003
NAME OF SUBMITTER:	HOLLY J. LAWRENCE
SIGNATURE:	/Holly J. Lawrence/
DATE SIGNED:	06/27/2022

#### **Total Attachments: 7**

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PATENT 507356063 REEL: 060321 FRAME: 0843



#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment") made as of the 13th day of August by and between Liquid Finance Acquisition LLC, (the "Assignor"), a Michigan limited liability company having offices at 2700 Patterson Avenue SE, Grand Rapids, MI 49546, and GVM, Inc. (the "Assignee"), a Pennsylvania corporation having offices at 374 Heidlersburg Road, Biglerville, PA 17307.

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee the 'Remaining Grantor Purchased Assets' (as defined in that certain 'Quitclaim Bill of Sale' between assignor and Assignee of even date herewith (the "Bill of Sale")); and

WHEREAS, the Remaining Grantor Purchased Assets includes certain intellectual property; and

WHEREAS, Assignor has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1) <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned IP**"):
  - a) the patents and patent applications set forth on Schedule 1 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 2 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;
  - all other patents, trademarks, copyrights and other intellectual property rights, in each
    case whether registered or unregistered and including all applications for, and renewals or
    extensions of, such rights, and all similar or equivalent rights or forms of protection in
    any part of the world;
  - d) all rights of any kind whatsoever of Assignor 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. Assignor hereby authorizes the officials of relevant entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.
- 3) <u>Bill of Sale and IP Assignment</u>. This IP Assignment is subject to the terms and provisions of the Bill of Sale. If there is any conflict or inconsistency between the terms of the Bill of Sale and the terms of this IP Assignment, the terms of the Bill of Sale shall prevail.
- 4) <u>Counterparts</u>. 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) <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures appear on the following page]

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

## LIQUID FINANCE ACQUISITION LLC

By: LIQUID FINANCE COMPANY

LLC, its sole member

Name: William Melvin, III

Will. J. While

Title: Manager

Address for Notices:

Liquid Finance Acquisition LLC c/o Liquid Finance Company LLC 2700 Patterson Avenue SE Grand Rapids, MI 49546 Attention: Willian Melvin III

Email: bill@liquidfc.com

With a copy to:

Cohen Tauber Spievack & Wagner P.C. 420 Lexington Avenue - Suite 2400

New York, NY 10170

Attention: Robert A. Boghosian, Esq. Email: rboghosian@ctswlaw.com

# AGREED TO AND ACCEPTED: GVM, INC.

By:	

Name: Mark W. Anderson

Title: President

Address for Notices:

GVM, Inc.

374 Heidlersburg Road
Biglerville, PA 17307
Attention: Mark Anderson Presid

Attention: Mark Anderson, President

Email: mwa@gvminc.com

With a copy to:

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

## LIQUID FINANCE ACQUISITION LLC

By: LIQUID FINANCE COMPANY LLC, its sole member

By:\_\_\_\_

Name: William Melvin, III Title: Manager

Address for Notices:

Liquid Finance Acquisition LLC c/o Liquid Finance Company LLC 2700 Patterson Avenue SE Grand Rapids, MI 49546 Attention: Willian Melvin III

Email: bill@liquidfc.com

With a copy to:

Cohen Tauber Spievack & Wagner P.C. 420 Lexington Avenue - Suite 2400

New York, NY 10170

Attention: Robert A. Boghosian, Esq. Email: rboghosian@ctswlaw.com

AGREED TO AND ACCEPTED:

GVM, INC.

Name: Mark W. Anderson

Title: President

Address for Notices:

GVM, Inc.

374 Heidlersburg Road Biglerville, PA 17307

Attention: Mark Anderson, President

Email: mwa@gvminc.com

With a copy to:

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McNees Wallace & Nurick LLC 100 Pine Street Harrisburg, PA 17101 Attention: Louis A. Dejoie

Email: ldejoie@mcneeslaw.com

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## **SCHEDULE 1**

## ASSIGNED PATENTS AND PATENT APPLICATIONS

#### **Patents**

Title	Jurisdictio n	Patent Number	Issue Date
SOIL SAMPLING MACHINE AND METHOD OF USE	U.S.	8,459,131	6/11/2013
OSL			(Expired)
TOE CONTROL FOR ADJUSTABLE AXLE	U.S.	10,336,381	7/2/2019
SPREADER	U.S.	11,045,827	6/29/2021
TOE CONTROL FOR ADJUSTABLE AXLE	Australia	2017317530	10/1/2020
TOE CONTROL FOR ADJUSTABLE AXLE	Canada	3034662	3/23/2021

# **Patent Applications**

Title	Jurisdictio n	Application Number	Filing Date	Status
SPREADER	PCT	PCT/US2018/046164	8/10/2018	National Stage Entered
SPREADER	U.S.	16/639,014	8/10/2018	Pending
SPREADER	Canada	3072898	8/10/2018	Pending
SPREADER	U.S.	62/720,459	8/21/2018	Priority claimed
SPREADER	U.S.	16/545,392	8/20/2019	Pending
SPREADER	Canada	3052549	8/20/2019	Pending
TOE CONTROL FOR ADJUSTABLE AXLE	U.S.	62/377,713	8/22/2016	Priority claimed
TOE CONTROL FOR ADJUSTABLE AXLE	PCT	PCT/US2017/047960	8/22/2017	National Stage Entered

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## **SCHEDULE 2**

## ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

# **Trademark Registrations**

Mark	Jurisdictio n	Registration Number	Registration Date
GVM	Canada	633848	2/25/2005
PREDATOR	Canada	631455	1/28/2005
			(Expunged)
PROWLER	Canada	632180	2/7/2005
GVM	New Zealand	608265	9/7/2000
PROWLER	New Zealand	608266	8/18/2000
AGRIPROBE	U.S.	3,995,200	7/12/2011
AGRIWAVE	U.S.	4,012,473	8/16/2011
FUSION	U.S.	3,166,787	10/31/2006
GVM	U.S.	2,615,362	9/3/2002
GVM (Stylized and/or with Design)	U.S.	5,058,193	10/11/2016
MAKO	U.S.	4,866,415	12/8/2015
PREDATOR	U.S.	2,564,582	4/23/2002
PROBE2PROWLER	U.S.	3,959,614	5/10/2011
PROWLER	U.S.	2,407,269	11/21/2000

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**RECORDED: 06/27/2022**