#### 508924716 12/17/2024

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI699481

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

#### **CONVEYING PARTY DATA**

Name	Execution Date
IQASR, LLC	08/02/2024

#### **RECEIVING PARTY DATA**

Company Name:	Alter Trading Corporation
Street Address:	700 Office Pkwy
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63141

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	8226019
Patent Number:	9132432

#### CORRESPONDENCE DATA

Fax Number: 3147873948

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: 5019553105

Email: jennifer.pierce@altertrading.com

Jennifer Pierce **Correspondent Name:** 

Address Line 1: 4500 West Bethany Road

Address Line 4: North Little Rock, ARKANSAS 72117

NAME OF SUBMITTER:	JENNIFER PIERCE
SIGNATURE:	JENNIFER PIERCE
<b>DATE SIGNED:</b> 12/17/2024	
This document serves as an Oath/Declaration (37 CFR 1.63).	

#### **Total Attachments: 10**

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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), effective as of 11:59 p.m., Mountain Time, on August 2, 2024 (the "Effective Time"), is made by Emanon Holdings, Inc., a Colorado corporation, Andersen's Sales and Salvage, Inc., a Colorado corporation, Dranka Leasing, Inc., a Colorado corporation, Atwood Scrap Holdings LLC, a Colorado limited liability company, Atwood Scrap Management LLC, a Colorado limited liability company, Atwood Scrap Properties LLC, a Colorado limited liability company, Milliken Auto and Metal LLC, a Colorado limited liability company, ASR Energy, LLC, a Colorado limited liability company, KS Properties LLC, a Colorado limited liability company, Andersen Properties LLC, a Colorado limited liability company, Cheyenne Scrap LLC, a Colorado limited liability company, West Greeley Auto & Metal, LLC, a Colorado limited liability company, 203 5th Ave LLC, a Colorado limited liability company, And-Pell Holdings, LLC, a Wyoming limited liability company, And-Pell Management, LLC, a Wyoming limited liability company, And-Pell Properties, LLC, a Wyoming limited liability company, and IQASR LLC, a Colorado limited liability company (each a "Seller"), in favor of ALTER TRADING CORPORATION, an Iowa corporation, with an address of 700 Office Parkway, St. Louis, Missouri 63141, USA ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller and certain other parties, dated as of August [•], 2024 (the "Asset Purchase Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to assign 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, the Canadian Intellectual Property Office and any other corresponding entities or agencies in any applicable jurisdictions, as applicable;

#### NOW THEREFORE, Seller agrees as follows:

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- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, except for any Intellectual Property that constitutes Excluded Assets, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the Intellectual Property included in the Purchased Assets, including but not limited to the following (the "Assigned IP"):
- (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing set forth on Schedule 1 hereto (the "**Trademarks**");
- (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or governmental authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and the URLs set forth on Schedule 2 hereto ("**Domain Names**") including the current registration thereof with the registrar listed on Schedule 2;
- (c) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models) set forth on Schedule 3 hereto (the "Patents");

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- (d) copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights set forth on Schedule 4 hereto (the "Copyrights");
- (e) all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the laws of any jurisdiction;
- (f) any and all license agreements to third parties from Seller with respect to any of the Trademarks, Patents or Copyrights to the extent not included in Excluded Assets;
- (g) 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
- (h) any and all rights to any actions of any nature available to or being pursued by Seller to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for 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 Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, the Canadian Intellectual Property 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, and at Buyer's sole cost and expense, 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 and to effectuate the transfer of ownership and control of the Domain Names to Buyer or Buyer's designee and to enable Buyer or its designee to register the Domain Names in the name of Buyer or its designee with the domain registry designated in writing by Buyer or its designee ("Buyer's Registrar").
- 3. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset 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 Asset Purchase Agreement shall not be superseded, enlarged, modified, or limited 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 Asset Purchase Agreement shall govern.
- 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.

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- 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.
- 6. <u>Governing Law.</u> 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 Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

#### **SELLERS:**

#### EMANON HOLDINGS, INC., A COLORADO CORPORATION



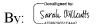
Sarah Willcutts, Authorized Signer

# ANDERSEN'S SALES AND SALVAGE, INC., A COLORADO CORPORATION

By: Sarah Willoutts

Sarah Willcutts, Authorized Signer

#### DRANKA LEASING, INC., A COLORADO CORPORATION



Sarah Willcutts, Authorized Signer

#### ATWOOD SCRAP HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY

By: Sarah Willautts

Sarah Willcutts, Authorized Signer

### ATWOOD SCRAP MANAGEMENT LLC, A COLORADO LIMITED LIABILITY COMPANY

By: Sarah Willoutts

Sarah Willcutts, Authorized Signer

#### ATWOOD SCRAP PROPERTIES LLC, A COLORADO LIMITED LIABILITY COMPANY

By: Sarah Willouts

Sarah Willcutts, Authorized Signer

#### ANDERSEN PROPERTIES LLC, A COLORADO LIMITED LIABILITY COMPANY

By: Sarah Willoutts

Sarah Willcutts, Authorized Signer

#### CHEYENNE SCRAP LLC, A COLORADO LIMITED LIABILITY COMPANY

By: Sarah Willautts

Sarah Willcutts, Authorized Signer

#### WEST GREELEY AUTO & METAL LLC, A COLORADO LIMITED LIABILITY COMPANY

By: Sarah Willautts

Sarah Willcutts, Authorized Signer

### 203 5TH AVE LLC, A COLORADO LIMITED LIABILITY COMPANY

By: Sarah Willoutt

Sarah Willcutts, Authorized Signer

#### AND-PELL HOLDINGS, LLC, A WYOMING LIMITED LIABILITY COMPANY

By: Sarah Willautts

Sarah Willcutts, Authorized Signer

[Signature Page to Intellectual Property Assignment Agreement]

#### MILLIKEN AUTO AND METAL LLC, A COLORADO LIMITED LIABILITY COMPANY

By: Sarah Willoutts

Sarah Willcutts, Authorized Signer

### ASR ENERGY, LLC, A COLORADO LIMITED LIABILITY COMPANY

By: Sarah Willauts

Sarah Willcutts, Authorized Signer

### KS PROPERTIES LLC, A COLORADO LIMITED LIABILITY COMPANY

By: Sarah Willcutts

Sarah Willcutts, Authorized Signer

### AND-PELL MANAGEMENT, LLC, A WYOMING LIMITED LIABILITY COMPANY

By: Sarah Willant

Sarah Willcutts, Authorized Signer

#### AND-PELL PROPERTIES, LLC, A WYOMING LIMITED LIABILITY COMPANY

By: Sarah Willautts

Sarah Willcutts, Authorized Signer

### IQASR LLC, A COLORADO LIMITED LIABILITY COMPANY

By: Sarah Willautts

Sarah Willcutts, Authorized Signer

#### WITNESS:

By: Dean K. Indersen

Name: <u>Dean Andersen</u>
Title: Authorized Signer

ALTER TRADING CORPORATION,	
an Iowa corporation	

By: Jak D. Grundfist

**BUYER:** 

Name: Jack D. Grundfest

Title: President and Chief Executive Officer

WITNESS:

Robert G. Ellis Name:

General Counsel and Secretary

Title:

**REEL: 069605 FRAME: 0711** 

## ASSIGNED TRADEMARKS

**Trademarks:** 

None

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## ASSIGNED DOMAIN NAMES

## **Domain Registrations**

Domain Name	Registrant Name	Registrar	Expiration Date
WWW.ANDERSENSALES.COM	Andersen's Sales and Salvage, Inc.	GoDaddy.com, LLC	11/9/2027
WWW.ATWOODAUTOANDMETAL.COM	Andersen's Sales and Salvage, Inc.	GoDaddy.com, LLC	7/12/2026
WWW.CHEYENNEAUTOANDMETAL.COM	Andersen's Sales and Salvage, Inc.	GoDaddy.com, LLC	4/12/2026
WWW.IRONRIDGEAUTOANDMETAL.COM	Andersen's Sales and Salvage, Inc.	GoDaddy.com, LLC	10/22/2024
WWW.WESTGREELEYAUTOANDMETAL.COM	Andersen's Sales and Salvage, Inc.	GoDaddy.com, LLC	6/19/2025
WWW.ANDERSENSALVAGE.COM	Andersen's Sales and Salvage, Inc.	GoDaddy.com, LLC	8/15/2024
WWW.IQASR.COM	IQASR, LLC	GoDaddy.com, LLC	5/15/2032

## ASSIGNED PATENTS

#### **Patents:**

Description	Patent No.	Owner
ISOTROPIC QUANTIZATION SORTING OF	8226019 (U.S.)	IQASR,
AUTOMOBILE SHREDDER RESIDUE		LLC
ISOTROPIC QUANTIZATION OF SORTING OF	9132432 (U.S.)	IQASR,
AUTOMOBILE SHREDDER RESIDUE		LLC
SYSTEMS FOR ISOTROPIC QUANTIZATION	2851719 (CA)	N/A
SORTING OF AUTOMOBILE SHREDDER		
RESIDUE TO ENHANCE RECOVERY OF		
RECYCLABLE RESOURCES		

#### **ASSIGNED COPYRIGHTS**

**Copyrights:** 

None

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**RECORDED: 12/17/2024**