

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679551

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Longleaf Utility Products, LLC | | 09/08/2021 | Limited Liability Company: ALABAMA |
| RECEIVING PARTY DATA | | | |
| Name: | AFL Telecommunications LLC | | |
| Street Address: | 170 Ridgeview Center Drive | | |
| City: | Duncan | | |
| State/Country: | SOUTH CAROLINA | | |
| Postal Code: | 29334 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90168054 | SWITCHBLADE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8642337342 | | |
| <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> | | | |
| Phone: | 8642711592 | | |
| Email: | docketing@dority-manning.com | | |
| Correspondent Name: | Thomas D. Huycke | | |
| Address Line 1: | P.O. Box 1449 | | |
| Address Line 4: | Greenville, SOUTH CAROLINA 29602-1449 | | |
| NAME OF SUBMITTER: | Thomas D. Huycke | | |
| SIGNATURE: | /Thomas D. Huycke/ | | |
| DATE SIGNED: | 10/07/2021 | | |
| Total Attachments: 5 | | | |
| source=IP Assignment - Longleaf to AFL#page1.tif | | | |
| source=IP Assignment - Longleaf to AFL#page2.tif | | | |
| source=IP Assignment - Longleaf to AFL#page3.tif | | | |
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| source=IP Assignment - Longleaf to AFL#page5.tif | | | |

OP \$40.00 90168054

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Assignment Agreement") is entered into and is effective as of September 8, 2021 by and between Longleaf Utility Products, LLC, an Alabama limited liability company having an address at 11761 Village Green Dr., Magnolia Springs, AL 36555 ("Longleaf") and AFL Telecommunications LLC, a Delaware limited liability company headquartered at 170 Ridgeview Center Drive, Duncan, SC 29334 ("AFL").

WHEREAS, pursuant to an Asset Purchase and Sale Agreement (the "APA"), executed on even date herewith by and between Longleaf and AFL, Longleaf agrees to sell and does sell to AFL, and AFL agrees to purchase and does purchase from Longleaf, certain business assets including the intellectual property assets listed in Disclosure Schedule Section 1.01(a) Intellectual Property of the APA and attached hereto as Exhibit A;

WHEREAS, pursuant to the APA, Longleaf agrees to assign to AFL all right, title, and interest in and to the intellectual property assets listed in Disclosure Schedule Section 1.01(a) Intellectual Property of the APA;

WHEREAS, Longleaf and AFL wish to execute and deliver this Assignment Agreement to effectuate such assignment of the intellectual property assets.

NOW, THEREFORE, for the consideration stated in the APA, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Trademark Assignment. Longleaf hereby sells, assigns, transfers, conveys, and deliver to AFL, its successors and assigns, to have and to hold forever, without warranty of any kind, express or implied being made by this Assignment Agreement, all of Longleaf's right, title, and interest in and to the Trademark Assets identified in Exhibit A, together with the goodwill of the business with which the Trademark Assets are used and that is symbolized by the Trademark Assets, and all rights of priority in the Trademark Assets in any country as may now or hereafter be granted to it by law, treaty or other international conventions, to the extent that such rights and goodwill exist; any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, dilutions, or other violations of the Trademark Assets, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademark Assets, for AFL's own use and enjoyment and for the use and enjoyment of AFL's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Longleaf if this Assignment Agreement has not been made.

2. Patent Assignment. Longleaf hereby sells, assigns, transfers, conveys, and delivers to AFL, its successors and assigns, to have and to hold forever, without warranty of any kind, express or implied being made by this Assignment Agreement, all of Longleaf's right, title, and interest in and to (i) the Patent Assets identified in Exhibit A and any inventions set forth or embodied therein, including without limitation the right to make, to use, and to sell

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and any provisional rights therein; (ii) any U.S. or foreign application or applications corresponding to or claiming priority to the Patent Assets; (iii) all divisions, reexaminations, reissues, substitutions, continuations, continuations in part, and extensions thereof; (iv) all rights of priority under the terms of any applicable conventions, treaties, statutes, or regulations, including without limitation the International Convention for Protection of Industrial Property for every member country; (v) any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, or other violations of the Patent Assets, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (vi) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Patent Assets, for AFL's own use and enjoyment and for the use and enjoyment of AFL's successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Longleaf if this Assignment Agreement had not been made.

3. Each of the parties hereto will execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment Agreement.

4. Notwithstanding anything to the contrary in this Assignment Agreement, AFL and its successors and assigns shall take hereunder such right, title and interest in said Patent Assets subject to any outstanding licenses, options to acquire licenses, or other rights existing in third parties prior to the effective date of this Assignment Agreement.

5. No provision of this Assignment Agreement may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all the parties.

6. This Assignment Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of, or relate to this Assignment Agreement or the negotiation, execution or performance of this Assignment Agreement, shall be governed solely by and construed in accordance with the internal laws of the State of Alabama, without regard to the conflict-of-law principles thereof.

7. This Assignment Agreement is being made and delivered pursuant and subject to the terms of the APA. In no event will this Assignment Agreement expand, limit or otherwise modify, amend or change in any way the rights and obligations of Longleaf and AFL under the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms of this Assignment Agreement, the terms and provisions of the APA shall govern. All notices and other communications hereunder shall be as set forth in the APA.

8. This Assignment Agreement may be executed in multiple original, PDF or facsimile counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date and year first written above.

ASSIGNOR:

Longleaf Utility Products, LLC

By: Erick Crosby

Name: Erick Crosby

Title: Manager

STATEMENT BY WITNESS:

I, June Wilson South State Bank,
Name of Witness

whose full mailing address is 457 Magnolia Ave Fairhope, AL 36532

was personally present and did see Erick Crosby.

who is known to me, duly sign and execute the above Assignment Agreement.

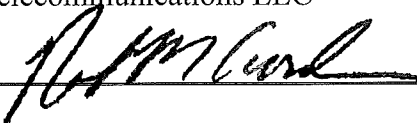
June Wilson 9-8-2021
Signature of Witness Date

Error! Unknown document property name.

Longleaf – AFL
Assignment Agreement

ASSIGNEE:

AFL Telecommunications LLC

By: 

Name: Robert M. Crowder

Title: Vice President, Finance, Chief Financial
Officer & Secretary

STATEMENT BY WITNESS:

I, Daniel Hart,
Name of Witness

whose full mailing address is 170 Ridgeview Center Dr., Duncan, SC

was personally present and did see Robert M. Crowder

who is known to me, duly sign and execute the above Assignment Agreement.

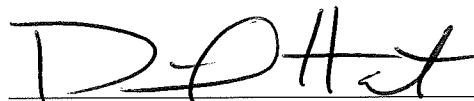
 9-8-21
Signature of Witness Date

EXHIBIT A

DISCLOSURE SCHEDULE

SECTION 1.01(a)

INTELLECTUAL PROPERTY

1. Patent Assets: Flared Hinged-Folding Utility Vault Device (“Switchblade Product”)

- US Provisional Patent Application No. 62/960,779, filed January 14, 2020
- International Application No. PCT/US21/13500, filed January 14, 2021
- The above Patent Assets include any inventions set forth or embodied therein, including without limitation the right to make, to use, and to sell and any provisional rights therein; (ii) any U.S. or foreign application or applications corresponding to or claiming priority to the Patent Assets; (iii) all divisions, reexaminations, reissues, substitutions, continuations, continuations in part, and extensions thereof; (iv) all rights of priority under the terms of any applicable conventions, treaties, statutes, or regulations, including without limitation the International Convention for Protection of Industrial Property for every member country; (v) any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, or other violations of the Patent Assets, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (vi) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Patent Assets, for AFL’s own use and enjoyment and for the use and enjoyment of AFL’s successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Longleaf if the APA had not been made.

2. Trademark Assets: Longleaf trademark

- U.S. Trademark Application Serial No. 90168054
- The above Trademark Assets include the goodwill of the business with which the Trademark Assets are used and that is symbolized by the Trademark Assets, and all rights of priority in the Trademark Assets in any country as may now or hereafter be granted to it by law, treaty or other international conventions, to the extent that such rights and goodwill exist; any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, dilutions, or other violations of the Trademark Assets, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademark Assets, for AFL’s own use and enjoyment and for the use and enjoyment of AFL’s successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Longleaf if the APA had not been made.