

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Profold, Inc.		01/09/2019	Corporation: FLORIDA
T.S.D., LLC		01/09/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Allen, Dyer, Doppelt & Gilchrist, P.A.		
Street Address:	255 South Orange Avenue, Suite 1401		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32801		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2760095	PRO-TECH	
CORRESPONDENCE DATA			
Fax Number:	4078412343		
<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:	407-841-2330		
Email:	adoppelt@allendyer.com		
Correspondent Name:	Ava K. Doppelt, Esq.		
Address Line 1:	255 South Orange Avenue, Suite 1401		
Address Line 4:	Orlando, FLORIDA 32801		
NAME OF SUBMITTER:	Ava K. Doppelt		
SIGNATURE:	/Ava K. Doppelt/		
DATE SIGNED:	01/09/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of this 8th day of January, 2019, is made by PROFOLD, INC., a Florida corporation, having an address of: 10300 - 99th Way, Sebastian, Florida 32958; and T.S.D., LLC, a Delaware limited liability company, having an address of: 10300 - 99th Way, Sebastian, Florida 32958 (hereinafter collectively, “Assignor”), in favor of ALLEN, DYER, DOPPELT + GILCHRIST, PA, having an address of: 255 South Orange Avenue, Suite 1401, Orlando, Florida 32801 (hereinafter “Assignee”).

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment and pay the sum of One Hundred Thousand Dollars (\$100,000.00) to Assignee as settlement of the accounts receivable in the amount of \$193,096.30.

NOW THEREFORE, the parties agree as follows:

1. Assignment. 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 United States and foreign patents set forth on Schedule 1 attached hereto;
- b. all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals of any registrations and applications, United States and foreign, related thereto;
- c. 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, misappropriation, violation, breach, or default;
- d. all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided at law or in equity throughout the world; and

e. the trademark registration set forth on Schedule 2 attached hereto, together with all common law rights therein, and the goodwill of the business connected with the use of and symbolized by it.

2. Payment. The sum of One Hundred Thousand Dollars (\$100,000.00) shall be paid by Assignor to Assignee by wire transfer to Assignee's designated bank upon completion of the property sale occurring on or about January 22, 2019 as promised by Mr. John R. Pinchin of Assignor to Mr. Richard K. Warther of Assignee in a telephone conversation on January 7, 2019, with the \$100,000.00 to be paid within three (3) business days of the property sale date of January 22, 2019.

3. Representations and Warranties by Assignor. Assignor represents and warrants that it has full power and authority to enter into the IP Assignment and perform its obligation hereunder; that it has good and complete title to the Assigned IP; and that there are no liens, encumbrances, mortgages, security interests or prior assignments of any kind relating to the Assigned IP.

4. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the U.S. Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

5. 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, email, 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.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successor and assigns.

7. Governing Law; Forum Selection. 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 Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions). Each party hereto hereby consents to exclusive jurisdiction of and venue in the Federal District Court for the Middle District of Florida and in the courts of the State of Florida in Orlando, Florida.

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

PROFOLD, INC.

By: 

Name: JOHN R. PINCHIN

Title: Chairman

State of Florida :
: ss.
County of Indian :
RTUNE

On this 9 day of January, 2019, before me personally appeared the above-named JOHN R. PINCHIN, to me personally known or provided identification of FLDL # PS 25-460-360590 as the individual who executed the foregoing instrument in his authorized capacity as the Chairman of PROFOLD, INC. and acknowledged the instrument to be the free act and deed of PROFOLD, INC. for the uses and purposes mentioned in the instrument.


Notary Public

SEAL

My commission expires: _____

[Additional signatures follow]



SHARON M MORSE
Commission # GG 200743
Expires March 27, 2022
Bounded Three Budget Notary Services



SHARON M MORSE
Commission # GG 200743
Expires March 27, 2022
Bounded Three Budget Notary Services

IN WITNESS WHEREOF, T.S.D., LLC (Assignor) has duly executed and delivered this IP Assignment as of the date first above written.

T.S.D., LLC

By: *John R. Pinchin*

Name: JOHN R. PINCHIN

Title: Manager

State of Florida :
County of Indian : ss.
River :

On this 9 day of January, 2019, before me personally appeared the above-named JOHN R. PINCHIN, to me personally known or provided identification of FLDLP525460360590 as the individual who executed the foregoing instrument in his authorized capacity as the Manager of T.S.D., LLC and acknowledged the instrument to be the free act and deed of T.S.D., LLC for the uses and purposes mentioned in the instrument.

Sharon M. Morse
Notary Public

SEAL

My commission expires: 3/27/2022



SHARON M MORSE
Commission # GG 200749
Expires March 27, 2022
Bonded Thru Budget Notary Services

SCHEDULE 1

**ALL INVENTIONS AND IMPROVEMENTS THERETO
AND THE ASSIGNED PATENTS**

Assignor's Registered U.S. Patents

TITLE	SERIAL NO.	FILING DATE	PATENT NO. & OWNER	ISSUE DATE
VACUUM TABLE CONVEYING APPARATUS AND ASSOCIATED METHODS	09/289,008	4/9/1999	6,216,848 (Profold, Inc.)	4/17/2001
LABEL STRIPPER ASSEMBLY WITH BIASING MECHANISM	09/312,437	5/14/1999	6,383,321 (Profold, Inc.)	5/7/2002
METHOD FOR CORRECTING ARTICLES OF MAIL AND ARTICLE OF MAIL PRODUCED THEREBY	09/524,679	3/13/2000	6,578,874 (Profold, Inc.)	6/17/2003
DEBIT CARD HAVING APPLIED PERSONAL IDENTIFICATION NUMBER (PIN) AND SCRATCH-OFF COATING AND METHOD OF FORMING SAME	10/075,115	2/13/2002	6,729,656 (T.S.D., LLC)	5/4/2004
CURRENCY BILL HAVING ETCHED BILL SPECIFIC METALLIZATION	10/629,994	7/30/2003	6,817,689 (T.S.D., LLC)	11/16/2004
SYSTEM AND METHOD FOR FORMING DEBIT CARD USING IMPROVED PRINT CYLINDER MECHANISM	12/843,969	7/27/2010	8,205,552 (T.S.D., LLC)	6/26/2012
APPARATUS FOR INSERTING DOCUMENTS INTO ENVELOPES AND ASSOCIATED METHOD	14/078,627	11/13/2013	9,452,635 (T.S.D., LLC)	9/27/2016

Assignor's Registered Australian Patent

TITLE	SERIAL NO.	FILING DATE	PATENT NO. & OWNER	ISSUE DATE
APPARATUS FOR INSERTING DOCUMENTS INTO ENVELOPES AND ASSOCIATED METHOD	2014349198	7/29/2014	2014349198 (T.S.D., LLC)	3/23/2017

SCHEDULE 2

ASSIGNED U.S. TRADEMARK

MARK	SERIAL NO.	FILING DATE	REGISTRATION NO. & OWNER	REGISTRATION DATE
PRO-TECH	76394061	4/11/2002	2760095 (T.S.D., LLC)	9/2/2003