

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Construction Process Solutions, Ltd.		05/31/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	J.S. Held LLC		
Street Address:	50 Jericho Quadrangle #117		
City:	Jericho		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4216832	CPS CONSTRUCTION PROCESS SOLUTIONS, LTD.	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395397		
Email:	antonio.teixeira@morganlewis.com		
Correspondent Name:	Anita B. Polott		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attention: TMSU		
Address Line 4:	Washington, D.C. 20004-2541		
NAME OF SUBMITTER:	Anita B. Polott		
SIGNATURE:	/Anita B. Polott/		
DATE SIGNED:	05/31/2019		
Total Attachments: 4			
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CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This Confirmatory Trademark Assignment ("Assignment Agreement") is made and entered into as of May 31, 2019 (the "Effective Date"), by and among Construction Process Solutions, Ltd., an Ohio limited liability company ("Assignor"), and J.S. Held LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein collectively as the "Parties."

WHEREAS, Assignor is the owner of the mark set forth on Schedule A hereto (the "Mark"), and the goodwill associated with the Mark, and desires to assign all of Assignor's right, title, and interest in and to the Mark along with the associated goodwill to the Assignee;

WHEREAS, the Parties entered into the Asset Purchase Agreement, dated August 31, 2018;

WHEREAS, through the Asset Purchase Agreement, Assignor transferred, among other things, all of its Intellectual Property (as defined in the Asset Purchase Agreement), including but not limited to the Mark and the associated goodwill; and

WHEREAS, the Parties wish to confirm the assignment of the Mark and the associated goodwill.

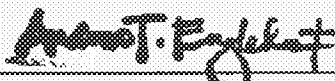
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby confirms that it has sold, conveyed, transferred, assigned and delivered to Assignee, and Assignee acquired, and accepted from Assignor, all of Assignor's right, title, and interest in, to, and under the Mark, including all goodwill associated therewith and all rights of action and remedies for past, present, and future infringements of any of the Mark, in each case, free and clear of all liens, the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives.
2. Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer of the Mark.
3. Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, as applicable, and any other applicable governmental authority, to issue or transfer the Mark to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct. Assignee shall have the right to record this Assignment Agreement with all applicable government authorities so as to perfect its ownership of the Mark.
4. This Confirmatory Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

Assignor:

CONSTRUCTION PROCESS
SOLUTIONS, LTD.

By: 

Name: Andrew T. Englehart

Title:

Assignee:

J.S. HELD LLC

By: 


Name: Scott Katcher

Title: Secretary

[Signature Page to Trademark Assignment Agreement]

Schedule A

Mark

Mark	Reg./App. No.	Status	State/Country	Filing Date	Reg. Date	Owner
CPS CONSTRUCTION PROCESS SOLUTIONS, LTD. 	Reg. No. 4216832	Registered	United States of America	December 20, 2011	October 2, 2012	Construction Process Solutions, Ltd.

