

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automated Cells & Equipment, Inc.		04/26/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Automated Cells & Equipment Acquisition, LLC		
Street Address:	9699 Enterprise Drive		
City:	Painted Post		
State/Country:	NEW YORK		
Postal Code:	14870		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5503793	MD MINIDRAWER	
Serial Number:	87166193	CBOT FREEDOM SERIES	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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:	8169838000		
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	HUSCH BLACKWELL LLP		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	537876.3		
NAME OF SUBMITTER:	Kris Kappel		
SIGNATURE:	/kris kappel/		
DATE SIGNED:	06/04/2019		
Total Attachments: 5			
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source=4818-8387-8293.1 ACE - IP Assignment Agreement fully executed#page2.tif			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), is made by Automated Cells & Equipment, Inc., a New York corporation (“Assignor”), as of April 26, 2019, in favor of Automated Cells & Equipment Acquisition, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee, Aloi Material Handling and Automation, LLC, a Delaware limited liability company, James Morris and Malinda McCann are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which, among other things, Assignor will sell, assign, transfer and convey to Assignee all right, title and interest of Assignor to, in and under all of the Intellectual Property Assets (the “Assigned Intellectual Property”), such Assigned Intellectual Property is more fully described on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title, and interest in and to the Assigned Intellectual Property, including, but not limited to, all trade secrets, know-how, product designs, formulas, any other confidential information of Assignor, United States and foreign patents, trade names, trademarks and copyrights, trade name and trademark registrations, copyrights and copyright registrations, internet domain names, software, applications for any of the foregoing, licenses to use any of the foregoing, and any and all goodwill associated with any of the foregoing.

2. Recordation. Assignor hereby authorizes the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this 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 Intellectual Property to Assignee, or any assignee or successor thereto.

3. Actions.

(a) Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts reasonably necessary or required to be done for the procurement, maintenance, enforcement and defense of any Assigned Intellectual Property, at Assignee’s sole cost and expense, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said Assigned Intellectual Property is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for letters patent, or any reissue, reexamination or extension of any letters patent, to be obtained thereon, is lawful and desirable.

(b) Assignor hereby requests the Commissioner of Patent and Trademarks of the United States to issue said Assigned Intellectual Property set forth on Schedule A to Assignee, as the assignee of said Assigned Intellectual Property to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

(c) With respect to all internet domain names, Assignor covenants, agrees and undertakes to take all steps requested by Assignee which are reasonably necessary to effect such assignment and transfer in accordance with the domain name transfer procedures of the applicable registrar(s) for the domain names, including executing applicable domain name registrar transfer agreements or documents, assignments, lawful oaths and any other papers which Assignee may reasonably deem necessary or desirable, all without further compensation to Assignor. If, due to applicable registrar rules or regulations, a domain name registration cannot be assigned, the parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, Assignor shall maintain such domain name registration in full force and effect, and operate such domain at Assignee's direction, including pointing the domain to another site selected by Assignee. Assignee shall bear the reasonable costs and expenses associated with such maintenance and operation.

(d) Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, but for Assignee's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid Assigned Intellectual Property and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

4. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Assignment shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms, or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms, and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Successors and Assigns. The provisions of this Assignment shall bind and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

6. Governing Law. This Assignment and the legal relations between Assignor and Assignee hereunder shall be governed and construed in accordance with the laws of the State of Delaware, excluding any conflicts of law rule or principle that might refer construction of such provisions to the laws of another jurisdiction.

7. Construction. This Assignment has been negotiated and prepared jointly by all parties hereto, has been reviewed by legal counsel to each party, and, as such, shall not be construed against or in favor of any party by reason of the drafting of any provision by any party or by legal counsel thereto.

8. Captions. The captions and section numbers in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment.

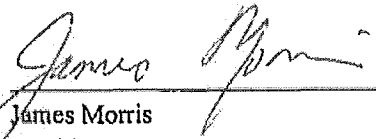
9. Counterparts. This Assignment may be executed in one or more originals (including by facsimile transmission, scanned pdf, or other electronic means), but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

AUTOMATED CELLS & EQUIPMENT, INC.

By: 
Name: James Morris
Title: President

ACKNOWLEDGED AND ACCEPTED BY:

ASSIGNEE:

AUTOMATED CELLS & EQUIPMENT
ACQUISITION, LLC

By: _____
Name: Michael McGovern
Title: Vice President and Secretary

[Signature Page to Intellectual Property Assignment Agreement - ACE]

TRADEMARK
REEL: 006660 FRAME: 0528

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

ASSIGNOR:

AUTOMATED CELLS & EQUIPMENT, INC.

By: _____

Name: James Morris

Title: President

ACKNOWLEDGED AND ACCEPTED BY:

ASSIGNEE:

AUTOMATED CELLS & EQUIPMENT
ACQUISITION, LLC

By: _____

Name: Michael McGovern

Title: Vice President and Secretary

SCHEDULE A

Assigned Intellectual Property

Patents:

Country	Patent No.	Title	Filing Date	Owner	Expiration Date <i>(provided all maintenance fees are paid)</i>
United States	9,199,803	Parts supply system for robot manufacturing system	Feb. 10, 2014	Automated Cells and Equipment, Inc. (Painted Post, NY)	July 7, 2034
United States	9,351,569	Parts supply drawer system for robot assisted manufacturing	Jan. 8, 2014	Automated Cells and Equipment, Inc. (Painted Post, NY)	June 7, 2034

Trademarks and Trademark Applications:

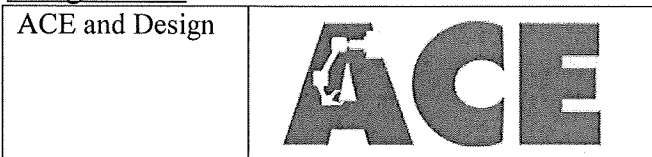
Reg. No./ Ser. No.	Trademark	Status	Full Good/Services	Owner
RN: 5503793 SN: 87166181	MD MINIDRAWER <u>Disclaimer:</u> "MINI DRAWER"	Registered June 26, 2018	(Int'l Class: 07) industrial robots	Automated Cells and Equipment, Inc. (New York Corp.) (Painted Post, NY)
SN: 87166193	CBOT FREEDOM SERIES <u>Disclaimer:</u> "SERIES"	Allowed - Intent to Use Statement of Use - Registration Review Complete November 9, 2018	(Int'l Class: 07) industrial robots	Automated Cells and Equipment, Inc. (New York Corp.) (Painted Post, NY)

Unregistered Trademarks:

Word Marks:

AUTOMATED CELLS & EQUIPMENT

Design Marks:



Domain Name: autocells.com