

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IndustrySafe, Inc.		01/18/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	IndustrySafe IP, Inc.		
Street Address:	107 TERRA LINDA PL.		
City:	PALM BEACH GARDENS		
State/Country:	FLORIDA		
Postal Code:	33418		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3041778	TRANSITSAFE	
Registration Number:	3046170	INDUSTRYSAFE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	215.981.4538		
Email:	wakiyama@pepperlaw.com		
Correspondent Name:	Peter T. Wakiyama, Pepper Hamilton LLP		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	Eighteenth and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
NAME OF SUBMITTER:	Peter T. Wakiyama		
SIGNATURE:	/Peter T. Wakiyama/		
DATE SIGNED:	07/08/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment"), dated as of January 18, 2018, is by and between IndustrySafe, Inc., a Pennsylvania corporation ("Assignor"), and IndustrySafe IP, Inc., a Florida corporation ("Assignee").

WHEREAS, Assignor, Assignee and Kenneth A. Korach have entered into an Agreement and Plan of Reorganization dated as of January 16, 2018 (the "Reorganization Agreement"), pursuant to which Assignor has agreed to transfer, assign, convey, and deliver to Assignee all of Assignor's right, title and interest in and to some of the IS Software Assets as defined in the Reorganization Agreement, which includes all intellectual property and non-tangible assets comprising the IndustrySafe Safety Management Software heretofore developed, owned, marketed, licensed and sold by Assignor as more fully described in Paragraph 1 below (collectively, the "Assigned IP Assets");

NOW, THEREFORE, incorporating the foregoing and in consideration of the mutual covenants, representations, warranties and agreements contained in the Reorganization Agreement and this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

DEFINITIONS

Capitalized terms that are not defined herein shall have the meaning given to them in the Reorganization Agreement.

ASSIGNMENT

1. Assignment. Assignor hereby transfers, assigns, conveys, and delivers to Assignee, free and clear of all encumbrances, all of Assignor's right, title and interest in and to, the following (the "Assigned IP Assets"), but specifically excluding the third party licenses set forth on Exhibit C:

(a) the trade names, trademarks, trademark registrations and trademark applications set forth on Exhibit A hereto and all issuances, extensions and renewals thereof, together with all rights and goodwill associated with any of the foregoing;

(b) the domain names, website content and marketing collateral set forth on Exhibit A, including the current registrations of such domain names thereof; and

(c) the software programs, associated documentation and all right, title and interest therein set forth in Exhibit B hereto.

This Assignment includes the right to make applications to protect any of the foregoing in any country or region, all renewal rights therein, the right to obtain registrations of the Assigned IP Assets throughout the world, and the right to sue and recover any and all damages and profits,

and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks, the Commissioner for Patents, and the Register of Copyrights of the United States, and any official of any other country empowered to issue trademark, patent, and copyright registrations, to record and register this Assignment, and to issue or transfer said Assigned IP Assets to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

3. Further Assurances. Upon Assignee's request Assignor shall promptly take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP Assets is properly assigned to Assignee, or any assignee or successor thereto including, without limitation, electronically transferring all administrative and other rights in the domain names to Assignee.

GENERAL

4. Terms of the Reorganization Agreement. The terms of the Reorganization Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Reorganization Agreement shall not be superseded 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 Reorganization Agreement and the terms hereof, the terms of the Reorganization Agreement shall govern.

5. Entire Understanding. This Assignment, together with the Reorganization Agreement, state the entire understanding among the parties with respect to the subject matter hereof, and supersede all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements, with respect to the subject matter hereof. No amendment or modification of this Assignment shall be effective unless in writing and signed by the party against whom enforcement is sought.

6. Governing Law. THIS ASSIGNMENT IS MADE UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

7. Severability. If any provision of this Assignment is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

8. Counterparts. This Assignment may be executed in any number of counterparts, including by facsimile or electronic delivery, each of which when so executed and delivered

shall be an original hereof, and it shall not be necessary in making proof of this Assignment to produce or account for more than one counterpart hereof.

9. Headings. Section and subsection headings in this Assignment are for convenience of reference only, do not constitute a part of this Assignment, and shall not affect its interpretation.

10. Further Assurances. Assignor agrees to provide all reasonable cooperation, including but not limited to the execution of additional assignment documentation, to effectuate the intent of the parties to assign the Assigned IP Assets to Assignee.

INTENDING TO BE LEGALLY BOUND, the parties have executed or caused to be executed this Assignment effective as of the day and year first above written.

IndustrySafe, Inc.

By: 

Name: Kenneth A. Korach

Title: President

IndustrySafe IP, Inc.

By: 

Name: Kenneth A. Korach

Title: President

Exhibit A

Trade Names

IndustrySafe
TransitSafe

Trademarks

TRANSITSAFE, Federal Registration Number ~~3046170~~ 3041778
INDUSTRYSAFE, Federal Registration Number ~~3041778~~ 3046170
IS logo (unregistered)
INDUSTRYSAFE IS logo (unregistered)

IAK
IAK

Domain Names

www.industrysafe.com
news.industrysafe.com
support.industrysafe.com
industrysafe.info
transitsafe.com

Website Content and other Marketing Collateral

- All industrysafe.com website information and associated brochures, case studies, marketing giveaways, trade show booths and materials with the IndustrySafe logo and branding
- All customer information for software customers contained in salesforce, hubspot quickbooks, freshbooks, and/or any other systems
- All internally developed procedures and policies regarding information security, software maintenance, access control, support procedures software inventory, disaster recovery planning, security audits

Exhibit B

Assignor's Software Programs and Documentation

- **All IndustrySafe Software including all versions up to and including 5.13**
- **IndustrySafe Mobile Application for Android and Iphone all versions up to and including 1.03**
- **All associated documentation, user manuals, user guides, webinars regarding the IndustrySafe application**
- **All TransitSafe Applications not limited to LAMetro, SFMTA versions**
- **PATH Incident Reporting System**
- **Internal code and software tools developed and utilized to manage and support the IndustrySafe software**