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AUG 17 2020

To the Director of the U. S. Patent and Trademark Office

Comments or the new address(es) below:

1. Name of conveying party(ies):

GCI Technologies Corp.,
d/b/a Gemini

- Individual(s)
- Partnership
- Corporation- State: New York
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 10, 2014

- Assignment
- Security Agreement
- Other Corrective Assignment cont.
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Innovative Concepts and Design LLC

Street Address: 107 Trumbull St., Bldg F8, 2nd Fl.

City: Elizabeth

State: New Jersey

Country: USA Zip: 07206

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Limited Liability Company NJ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)
2169039 ; 2556881

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Inna Y. Belopol'sky

Internal Address: _____

Street Address: 40 Old Lancaster Rd.,
Suite 306

City: Merion Station

State: PA Zip: 19066

Phone Number: (215) 692-2131

Docket Number: Gemini

Email Address: inna.belopol'sky@gmail.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

65

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Inna Y. Belopol'sky
Signature
INNA BELOPOL'SKY
Name of Person Signing

Aug 11, 2020
Date

Total number of pages including cover sheet, attachments, and document: _____

Continue Item 3, Nature of Conveyance Brief:

A corrective assignment correcting the Receiving Party's Data, the state of Incorporation or Citizenship in the Document and Cover Sheet, recorded at Reel number 005413, Frame 0168. Assignor(s) hereby confirms the Assignment.

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

12/01/2014
 900308646

ETAS ID: TM324729

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GCI Technologies Corp.	FORMERLY Gemini Sound Products Corp.	10/26/2014	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	INNOVATIVE CONCEPTS AND DESIGN LLC
Street Address:	107 TRUMBULL STREET, BLDG. F8, 2nd FLOOR
City:	ELIZABETH
State/Country:	NEW JERSEY
Postal Code:	07206
Entity Type:	LIMITED LIABILITY COMPANY: <i>NEW YORK</i>

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2169039	GEMINI
Registration Number:	2556881	GEMINIDJ

CORRESPONDENCE DATA

Fax Number:
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.

Phone: 484-270-8340
Email: inna.belopolsky@gmail.com
Correspondent Name: INNA Y. BELOPOLSKY
Address Line 1: 40 Old Lancaster Rd., Apt. 306
Address Line 4: MERION STATION, PENNSYLVANIA 19066

ATTORNEY DOCKET NUMBER:	GEMINI
NAME OF SUBMITTER:	Inna Y. Belopolsky
SIGNATURE:	/Inna Y. Belopolsky/
DATE SIGNED:	12/01/2014

Total Attachments: 4
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OP \$65.00 2169039

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of the 10th day of October, 2014 by and between GCI TECHNOLOGIES CORP., d/b/a GEMINI, a New York corporation having a place of business at 107 Trumbull Street, Bldg. F8, 2nd Floor, Elizabeth, New Jersey 07206, USA, (the "Assignor"), and INNOVATIVE CONCEPTS AND DESIGN LLC, a New ~~York~~ ^{Jersey} limited liability company (the "Assignee"), having a place of business at 107 Trumbull Street, Bldg. F8, 2nd Floor, Elizabeth, New Jersey 07206, USA. Assignor and Assignee are referred to collectively herein as the "Parties."

JA
3/18/2018

WHEREAS, Assignor was formerly known as GEMINI SOUND PRODUCTS CORP. ("Gemini") and Assignor is the lawful owner off the entire business, including all tangible and intangible assets and intellectual property of Gemini; and

WHEREAS, Assignor is the owner of all rights, title and interests in and to the trademarks listed on the attached Schedule A, (collectively, the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated April 30, 2014 (the "Asset Purchase Agreement"), which provides for the purchase and sale of the assets by the Assignee of the business of the Assignor; and

WHEREAS, Assignor has, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Trademarks; and

WHEREAS, Assignee has, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, agreed to acquire all of Assignors' right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, including, without limitation, the consideration referred to in Article 2 and other sections of the Asset Purchase Agreement, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, each of them intending to be legally bound, hereby agree as follows:

1. Assignment. Effective as of April 30, 2014, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all of its right, title and interest in, to and under the Trademarks including that portion of Assignor's business in connection with which Assignor had a *bona fide* intention to use the Trademarks, all rights to sue and recover for past infringement thereof and all goodwill associated therewith. Assignor hereby agrees to furnish Assignee for filing such notices of assignment with the United States Patent and Trademark Office and any other government/regulatory agency worldwide and shall submit such documents (such as registrant name change agreements) as are necessary to effect the assignment and transfer of the Trademarks to Assignee, with all reasonable filing costs to be borne by Assignee.

2. Provisions of the Asset Purchase Agreement. This Agreement is executed consistent with and in conjunction to the Asset Agreement, and specifically Section 1.1(b) of the Asset Purchase Agreement, and is entitled to the benefits and subject to the provisions of the Asset Purchase Agreement and shall be binding upon and inure to the benefit of the parties thereto and hereto and their respective successors and assignees. If there is a conflict, or in the event of any ambiguity between the terms of this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

3. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed wholly within such jurisdiction, excluding its conflict of laws provisions.

4. Further Assurances. Assignor and Assignee, any time and from time to time, each shall execute, acknowledge, deliver and perform or cause to be executed, acknowledged, delivered and performed, such further acts, assignments, transfers, conveyances, powers of attorney, assurances or otherwise as may be reasonably necessary or proper to carry out the provisions and intent of the Asset Purchase Agreement and this Agreement.

5. Headings. The headings preceding the text of this Agreement are for convenience of reference only and shall not be deemed part of or in any way affect the meaning or interpretation of this Agreement.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, this Agreement is executed below by an authorized representative of each Party:

ASSIGNOR:

GCI TECHNOLOGIES CORP

By: [Signature]
Name: Artie Cabasso
Title: Chief Executive Officer

STATE OF New York)
COUNTY OF Kings) ss.:

On this 26 day of October in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Artie Cabasso, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument in the above referenced state.

[Signature]

(Signature and office of individual taking acknowledgment.)

RON LAZAR
NOTARY PUBLIC, State of New York
No. 021A8996784
Qualified in Kings County
Commission Expires: July 21, 2015

ASSIGNEE:

INNOVATIVE CONCEPTS AND DESIGN LLC

By: [Signature]
Name: Bruce Wortman
Title:

STATE OF New York)
COUNTY OF Kings) ss.:

On this 26 day of October in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce Wortman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument in the above referenced state.

[Signature]

(Signature and office of individual taking acknowledgment.)

RON LAZAR
NOTARY PUBLIC, State of New York
No. 021A8996784
Qualified in Kings County
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WHEREAS, Assignor is the owner of all rights, title and interests in and to the trademarks listed on the attached Schedule A, (collectively, the "Trademarks"); and

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WHEREAS, Assignor has, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Trademarks; and

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NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, including, without limitation, the consideration referred to in Article 2 and other sections of the Asset Purchase Agreement, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, each of them intending to be legally bound, hereby agree as follows:

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TRADEMARK ASSIGNMENT AGREEMENT

SCHEDULE A

Schedule of Trademark Applications/Registrations

Mark	Country	Filing Date	Serial No.	Registration No.
GEMINI	EU	Sept. 2, 2002	2150/02	002966760
	Brazil	May 12, 1999	--	820743135
	Canada	Aug. 10, 1994	761,343	515296
	Columbia	Mar. 12, 1993	933781557	153090
	Equador	--	84787	980-00
	Guatemala	--	Pending	Pending
	Israel	Oct. 3, 1994	94807	94807
	Mexico	Jun. 11, 1998	335859	--
	Panama	(Dec. 30, 1999) *published	--	093442
	Paraguay	Aug. 12, 2011	351326	143225
	Peru	Jan. 23, 1998	55861	356426
	Taiwan	--	25833-000	1287266
	USA	Nov. 29, 1996	75/205,633	2169039
	Uruguay	--	Pending	Pending
	Venezuela	--	6352-98	Pending
GEMINIDJ	USA	Nov. 9, 1999	75/858,180	2556881

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United States Patent and Trademark Office

Office of the Chief Financial Officer

Document Code:WFEE

User :67379

Sale Accounting Date:08/25/2020

Sale Item Reference Number
2169039

Effective Date
08/17/2020

Document Number	Fee Code	Fee Code Description	Amount Paid	Payment Method
I20208OE25030479	8521	RECORDING TRADEMARK ASSIGNMENT PER DOC	\$40.00	Credit Card



United States Patent and Trademark Office

Office of the Chief Financial Officer

Document Code:WFEE

User :67379

Sale Accounting Date:08/25/2020

Sale Item Reference Number
2556881

Effective Date
08/17/2020

Document Number	Fee Code	Fee Code Description	Amount Paid	Payment Method
I20208OE25070482	8522	FOR SECOND & SUBSEQUENT MARKS SAME DOC	\$25.00	Credit Card