

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steril-Aire, Inc.		10/16/2020	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Steril-Aire LLC		
Street Address:	444 W. Lake Street		
Internal Address:	Suite 4400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	0624869	STERILAIRE	
Registration Number:	2230366	STERIL-AIRE	
Registration Number:	2538825	UVC EMITTER	
Registration Number:	2948085	STERIL-AIRE	
Registration Number:	3008555	STERIL-AIRE	
Registration Number:	3160637	STERILWAND	
Registration Number:	3217935	UVC FOR HVAC	
Registration Number:	3217940	UVC FOR HVAC	
Registration Number:	3568370	STERIL-ZONE	
Registration Number:	3781616	PURE AIR. REAL SCIENCE.	
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>			
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	4747 Executive Dr.		
Address Line 2:	12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		

CH \$265.00 0624869

TRADEMARK

ATTORNEY DOCKET NUMBER:	91931.00032
NAME OF SUBMITTER:	Laura C. Yip
SIGNATURE:	/Laura C. Yip/
DATE SIGNED:	10/19/2020

Total Attachments: 12

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this “**Agreement**”), dated as of October 16, 2020, is entered into by and between Steril-Aire LLC, a Delaware limited liability company (“**Assignee**”), and Steril-Aire, Inc., a Nevada corporation (“**Assignor**”). Capitalized terms used but not defined herein shall have their respective meanings as set forth in the Purchase Agreement (as defined below).

BACKGROUND

WHEREAS, Assignor is party to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Seller has agreed to sell to Assignee, and Assignee has agreed to purchase from Seller, substantially all of Seller’s assets used in the Business;

WHEREAS, the Purchase Agreement contemplates execution of this Agreement; and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to receive from Assignor, all of Assignor’s right, title and interest in and to the IP Assets, including all intellectual property rights therein and thereto, and all goodwill associated therewith.

NOW THEREFORE, in consideration of the mutual promises provided herein, the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

- 1. ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, sells, conveys, transfers and assigns to Assignee all of Assignor’s (a) worldwide right, title, and interest in and to (i) all copyrights used or held for use in the operation of the Business as conducted in the past or at present or as expected to be conducted in the future (including all common law rights and applications and registrations for the foregoing, including, without limitation, the applications and registrations set forth on Exhibit A), (ii) all patent rights used or held for use in the operation of the Business as conducted in the past or at present or as expected to be conducted in the future, including, without limitation, the applications and issued patents set forth on Exhibit A, and all future patents that may issue from such patent rights throughout the world, all divisionals, continuations in whole or in part, reexaminations, reissues, substitutions or extensions of any of the foregoing, all foreign counterparts to any of the foregoing, and the right to claim priority to the same), (iii) all trademark, trade name, and service mark rights, in each case used or held for use in the operation of the Business as conducted in the past or at present or as expected to be conducted in the future (including all common law rights and applications and registrations for the foregoing, including, without limitation, the applications and registrations set forth on Exhibit A, and the right to claim priority to the same and all renewals thereof), together with the goodwill of the Business symbolized by and associated with the foregoing, (iv) all other intellectual property used or held for use in the operation of the Business as conducted in the past or at present or as expected to be conducted in the future (subsections (i) through (iv) collectively, the “**IP**

Assets”), and (v) all other proprietary or intellectual property rights of any kind or nature throughout the world, in all cases that pertain to or that are embodied by or in any of the IP Assets or are used or held for use in the operation of the Business as conducted in the past or at present or as expected to be conducted in the future (collectively, the “**Intellectual Property Rights**”), and (b) worldwide rights to income, royalties, and license fees deriving from the IP Assets and/or Intellectual Property Rights, claims for damages by reason of past, present and future infringement or misappropriation of the IP Assets and/or Intellectual Property Rights or injury to the goodwill associated with the Intellectual Property Rights, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

2. UNASSIGNABLE IP. If any Intellectual Property Rights in or to the IP Assets cannot be assigned as a matter of law (the “**Unassignable IP Rights**”), Assignor hereby grants to Assignee an exclusive (without reservation), irrevocable, perpetual, worldwide, transferable, fully-paid and royalty-free license, with the right to sublicense through multiple tiers, under the Unassignable IP Rights, to (a) reproduce, create derivative works of, distribute, publicly perform, publicly display, and otherwise use the IP Assets and related Intellectual Property Rights in any medium or format, whether now known or hereafter discovered, (b) use, make, have made, sell, offer to sell, import, and otherwise exploit any product, process, or service based on, embodying, incorporating, or derived from the IP Assets and/or the related Intellectual Property Rights, and (c) fully utilize, exploit, and exercise any and all other present or future rights with respect to the IP Assets and the Intellectual Property Rights in any manner without restriction, and Assignor hereby unconditionally and irrevocably waives and quitclaims to Assignee any and all claims and causes of action of any kind against Assignee, its successors, assigns, and other legal representatives, and its licensees (through multiple tiers) with respect to such rights, and agrees, at Assignee’s request and expense, to consent to and join in any action to enforce such rights. Assignor further waives any “moral” rights, or other rights with respect to attribution of authorship or integrity relating to the IP Assets or related Intellectual Property Rights as Assignor may have under any applicable law under any legal theory.

3. ASSISTANCE. From time to time hereafter, and without further consideration, Assignor and its successors and permitted assigns covenant and agree that Assignor and its successors and permitted assigns shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer and take such additional action as Assignee may reasonably request to effect, consummate, confirm or evidence the transfer to Assignee, its successors and assigns all of the IP Assets and Intellectual Property Rights in accordance with the foregoing, including, without limitation, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths, all of the foregoing at Assignor’s expense, and generally doing everything that is reasonable to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights and otherwise in the carrying out of the intentions and purposes of this Agreement. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of Assignor on a document necessary to perfect the transfer or assignment of the

IP Assets or the Intellectual Property Rights, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor, solely to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by Assignor.

4. RECORDATION. Assignor authorizes the U.S. Commissioner for Patents and the U.S. Commissioner for Trademarks at the U.S. Patent and Trademark Office (the "PTO") and any other governmental officials of any patent or trademark office worldwide to record and register this Agreement (or a redacted version thereof) upon request by Assignee.

5. PAYMENT.

5.1 Payments to Assignor. In consideration of this Agreement and the rights and licenses granted hereunder, Assignee will pay Assignor by wire transfer of immediately available funds in accordance with, and without duplication of any other payment contemplated by, Section 1.3 of the Purchase Agreement. All such amounts will be paid by (or on behalf of) Assignee at the Closing.

5.2 No Royalty Obligations. Assignor acknowledges and agrees that Assignee and its successors and assignees shall not owe Assignor or any Affiliate thereof any royalties or other monetary obligations with respect to any of the IP Assets, Intellectual Property Rights, Unassignable IP Rights, or any other proprietary rights related to the business of Assignee.

5.3 Taxes. Assignor shall pay all taxes (including, without limitation, sales and value added taxes) imposed on Assignor by the national government, and any state, local or other political subdivision thereof, of any country in which Assignor is subject to taxation, as the result of Assignee's furnishing of consideration hereunder and under the Purchase Agreement.

6. GENERAL.

6.1 Expenses. Except as otherwise provided in Section 3 hereof, Assignor shall pay all costs and expenses incurred by Assignor on its behalf in connection with this Agreement, including fees and expenses of its financial consultants, accountants and counsel. Assignee shall pay all costs and expenses incurred by Assignee or on its behalf in connection with this Agreement, including fees and expenses of its financial consultants, accountants and counsel.

6.2 Exclusive Agreement. This Agreement (including Exhibit A hereto) and the Purchase Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof. In the event of a conflict between a term or condition of this Agreement and a term or condition of the Purchase Agreement with respect to the subject matter hereof, the term or condition of this Agreement shall control.

6.3 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware applicable to agreements made and to be performed wholly within such jurisdiction, without regard to principles of conflicts of laws. Each of the parties hereby irrevocably and unconditionally (a) consents to submit to the exclusive jurisdiction of the courts of the State of Delaware and the United States located in the County of New Castle for any Action arising out of or relating to this Agreement (and agrees not to commence any Action relating thereto except in such courts), (b) waives and agrees not to plead or

claim in any such court that any Action brought in any such court that any such Action brought in any such court has been brought in an inconvenient forum, and (c) waives any and all right to trial by jury in any Action arising out of or related to this Agreement or events contemplated hereby or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party.

6.4 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned or delegated by Assignor without the prior written consent of Assignee, and any attempted assignment by Assignor without such consent shall be null and void. No permitted assignment by Assignor shall relieve Assignor of its obligations hereunder. Assignee may assign its rights or delegate its responsibilities, liabilities and obligations under this Agreement, in whole or in part, without the consent of Assignor.

6.5 Severability. (a) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any adverse manner to any party and (b) upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the Transactions are fulfilled to the greatest extent possible.

6.6 Notices. Any notice, request, instruction or other document to be given hereunder by any party to any other party shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by electronic mail transmission, by overnight courier or by registered or certified mail, postage prepaid:

(i) If to Assignor, to:

Eli Eisenberg
2840 N. Lima Street
Burbank, California 91504
Email: eli@straightlinemgt.com

with a copy to:

Stubbs Alderton & Markiles, LLP
15260 Ventura Boulevard, 20th Floor
Sherman Oaks, CA 91403
Attention: Jonathan Hodes
Email: jhodes@stubbsalderton.com

(ii) If to Assignee, to:

Steril-Aire LLC
444 W. Lake Street, Suite 4400
Chicago, Illinois 60606
Attention: Larry W. Gies
Email: lgies@madison.net

with a copy to:

Paul Hastings LLP
71 S. Wacker Drive, 45th Floor
Chicago, Illinois 60606
Attention: Brian F. Richards
Email: brianrichards@paulhastings.com

or such other address as such party may give to the other parties by notice pursuant to this Section 6.6. Notice shall be deemed given on (a) the date such notice is personally delivered, (b) three (3) days after the mailing if sent by certified or registered mail, (c) the date of scheduled delivery if sent by overnight courier, or (d) the date such notice is transmitted by electronic mail transmission, if such transmission is prior to 5:00 p.m. central time (3:00 p.m. pacific time) on a business day, or the next succeeding business day if such transmission is otherwise.

6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered and released to the other. The parties may rely upon copies of this Agreement which are delivered by facsimile or other electronic transmission (including electronic mail of a .pdf file) as if such copies were originals.

6.8 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement has been drafted and negotiated by all parties, the language set forth herein shall be deemed to be the language of all parties and no rule of strict construction shall be applied against any party. Any drafts of this Agreement prior to the final fully executed draft shall not be used for purposes of interpreting any provision of this Agreement, and each of the parties agrees that no party hereto shall make any claim, assert any defense or otherwise take any position inconsistent with the foregoing in connection with any dispute or Action among any of the foregoing or for any other purpose.

6.9 Amendments. This Agreement may not be amended except by an instrument in writing signed by Assignee and the Representative.

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[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Steril-Aire, Inc., a Nevada corporation
(Assignor)

Signature: _____

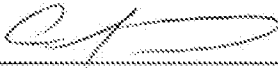
Name: Jay E. Eisenberg

Title: President and Secretary

Date: _____ October 16, 2020 _____

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Steril-Aire LLC, a Delaware limited liability company
(Assignee)

Signature:  _____

Name: Aaron VanGetson

Title: Vice President and Assistant Secretary

Date: October 16, 2020

Exhibit A

IP Assets

Patents and Patent Applications:

<u>Owner</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Jurisdiction</u>
Assignor	08803350	5,817,276	Method of UV Distribution in an Air Handling System	2/20/97	Expired (Lifetime)	United States
Assignor	08773643	5,866,076	Single-Ended Germicidal Lamp for HVAC Systems	12/24/96	Expired (Lifetime)	United States
Assignor	09172637	6,245,293	Cleaning & Maintaining a Drain Pan in an Air Handling System	10/14/98	Expired (Lifetime)	United States
Assignor	09173081	6,267,924	Reduction of Pressure Drop of a Cooling or Heating System	10/14/98	Expired (Lifetime)	United States
Assignor	09172638	6,280,686	Control of Health Hazards in an Air Handler	10/14/98	Expired (Lifetime)	United States
Assignor	09170361	6,313,470	Returning a Heat Exchanger's Efficiency to "As New"	10/13/98	Expired (Lifetime)	United States
Assignor	09241948	6,372,186	Germicidal Lamp for Harsh Environments	2/2/99	Expired (Lifetime)	United States
Assignor	09666712	6,423,882	Airborne Gas Phase Sorption Enhancement Using Ultraviolet Light	9/21/00	Expired	United States
Assignor	09167376	6,500,267	Reduction of Energy Consumption in a Cooling or Heating Systems Through UVC Irradiation	10/6/98	Expired	United States
Assignor	0937395	6,589,476	Reducing Volatile Organic Compounds and Common Organic Odors to Below Threshold Levels in a Mechanically Ventilated Space	8/13/99	Expired (Lifetime)	United States
Assignor	10223433	6,627,000	UV Irradiation of Air Handlers and Other Apparatus	8/19/02	Expired (fee related)	United States
Assignor	10751090	6,997,578	Environmentally Resistant Germicidal System	1/2/04	Issued (Active)	United States
Assignor	10898433	7,140,749	Recessed Lamp Mount	7/23/04	Expired (fee related)	United States
Assignor	10423511	7,238,326	Germicidal treatment system with status indicator	4/24/03	Issued (Active)	United States
Assignor	11/165,415	7,278,272	Marine air conditioner decontamination system	6/22/05	Expired (Fee related)	United States
Assignor	10934811	7,282,728	Modular Fixture	9/3/04	Expired (Fee related)	United States

<u>Owner</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Jurisdiction</u>
Assignor	10648101	7,323,065	UV Irradiation for Surface Cleaning	8/25/03	Expired (Fee related)	United States
Assignor	11352084	7,354,175	Environmentally Resistant Germicidal System	2/10/06	Issued (Active)	United States
Assignor	11158460	7,459,694	Mobile Germicidal System	6/21/05	Issued (Active)	United States
Assignor	13831242	9,588,188	System and Method of Monitoring an Electronic Discharge Device in an Air Purification System	3/14/13	Issued (Active)	United States
Assignor	15452142	9,792,804	System and Method of Monitoring an Electronic Discharge Device in an Air Purification System	3/7/17	Issued (Active)	United States
Assignor	10706483	RE40,022 (Reissue of 06372186)	Germicidal lamp for harsh environments	11/12/03	Expired (Lifetime)	United States
Assignor	10383199	N/A	Treatment of Air and Surfaces in a Food Processing Plant	3/6/03	Abandoned*	United States
Assignor	10419585	N/A	Adjustable germicidal system	4/21/03	Abandoned*	United States
Assignor	10419586	N/A	Germicidal lamp assembly	4/21/03	Abandoned*	United States
Assignor	10423573	N/A	Multi-lamp germicidal treatment system with interlock	4/24/03	Abandoned*	United States
Assignor	10426339	N/A	Reducing odors with a germicidal lamp	4/29/03	Abandoned*	United States
Assignor	10849073	N/A	Mounting apparatus	5/18/04	Abandoned*	United States
Assignor	10859480	N/A	Controller for power protection	6/1/04	Abandoned*	United States

*These applications have been abandoned but any Intellectual Property Rights related to such are being transferred to Assignee.

Trademarks and Trademark Applications:

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration No.</u>
Assignor	STERILAIRE	United States	71689440	0624869
Assignor	STERIL-AIRE	United States	75387104	2230366
Assignor	UVC EMITTER	United States	75596248	2538825
Assignor	STERIL-AIRE	United States	78415332	2948085
Assignor	STERIL-AIRE	Taiwan		1198162
Assignor	STERIL-AIRE	China		4,837,444
Assignor	STERIL-AIRE	India		1,403,071

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration No.</u>
Assignor	STERIL-AIRE	South Korea		2005-49559
Assignor		United States	78311431	3008555
Assignor		Taiwan		1198161
Assignor		South Korea		2005-49560
Assignor		China		4837445
Assignor		India		1403070
Assignor	STERILWAND	United States	78574453	3160637
Assignor	UVC FOR HVAC	United States	78888922	3217935
Assignor	UVC FOR HVAC	United States	78889143	3217940
Assignor	STERIL-ZONE	United States	77291578	3568370
Assignor	PURE AIR. REAL SCIENCE.	United States	77291571	3781616

Domains:

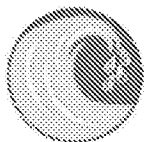
<u>Domain</u>	<u>Domain Registration Company</u>
air-research.com	GoDaddy.com, LLC
coronavirusuvc.com	Name.com, Inc.
coronavirusuvc.net	Name.com, Inc.
coronavirusuvc.org	Name.com, Inc.
covid19uvc.com	Name.com, Inc.
covid19uvc.net	Name.com, Inc.
covid19uvc.org	Name.com, Inc.
smarttoolselector.com	Wild West Domains, LLC
steril-aire-usa.com	GoDaddy.com, LLC
steril-aire.biz	GoDaddy.com, LLC
steril-aire.cc	GoDaddy.com, LLC
steril-aire.com	GoDaddy.com, LLC
steril-aire.info	GoDaddy.com, LLC
steril-aire.mobi	GoDaddy.com, LLC
steril-aire.net	GoDaddy.com, LLC
steril-aire.org	GoDaddy.com, LLC
steril-aire.us	GoDaddy.com, LLC
steril-zone.biz	GoDaddy.com, LLC
steril-zone.com	GoDaddy.com, LLC

<u>Domain</u>	<u>Domain Registration Company</u>
steril-zone.info	GoDaddy.com, LLC
steril-zone.net	GoDaddy.com, LLC
sterilaire.com	GoDaddy.com, LLC
sterile-air.com	GoDaddy.com, LLC
sterile-aire.com	GoDaddy.com, LLC
sterile-zone.com	GoDaddy.com, LLC
sterileaire.com	GoDaddy.com, LLC
sterilezone.biz	GoDaddy.com, LLC
sterilezone.net	GoDaddy.com, LLC
sterilwand.com	ENOM, INC.
sterilzone.biz	GoDaddy.com, LLC
sterilzone.com	GoDaddy.com, LLC
sterilzone.com	GoDaddy.com, LLC
sterilzone.net	GoDaddy.com, LLC
uvccovid19.com	Name.com, Inc.
uvccovid19.net	Name.com, Inc.
uvccovid19.org	Name.com, Inc.
uvcentral.info	1&1 IONOS SE
uvcentral.net	1&1 IONOS SE
uvcentral.org	1&1 IONOS SE
uvkillsbirdflu.com	GoDaddy.com, LLC
uvkillscoronavirus.com	Name.com, Inc.
uvkillscoronavirus.net	Name.com, Inc.
uvkillscoronavirus.org	Name.com, Inc.
uvkillsflu.com	GoDaddy.com, LLC
uvkillssars.com	GoDaddy.com, LLC
uvkillsviruses.com	GoDaddy.com, LLC

Other Intellectual Property Rights

1. Proprietary formulation of gases and material (the “Trade Secret”) for UVC emitters (lamps) that significantly increased the efficacy of UVGI systems.
2. Unregistered Trademarks:

SmartTool Selector
Rapid Install Kit (RIK)
SteriLight
Fit
Mold Man
SteriLight Plus
X-Mount
X-Mount Plus
SteriLadder
Mold Wars
UVGI Emitter



(design)

3. SmartTool - software code used to assist in the determination of how many UVC lamps are needed and where to place them.