

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605294

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 Holdings, Inc.		07/16/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	IndustrySafe, LLC		
Street Address:	107 Terra Linda Pl.		
City:	Palm Beach Gardens		
State/Country:	FLORIDA		
Postal Code:	33418		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3041778	TRANSITSAFE	
Registration Number:	3046170	INDUSTRYSAFE	
CORRESPONDENCE DATA			
Fax Number:	8132270498		
<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:	813-227-7401		
Email:	mmason@trenam.com		
Correspondent Name:	Monica B. Mason, Esq.		
Address Line 1:	101 E. Kennedy Blvd.		
Address Line 2:	Suite 2700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Monica B. Mason, Esq.		
SIGNATURE:	/monica b. mason/		
DATE SIGNED:	10/27/2020		
Total Attachments: 5			
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (“Assignment”) is entered into this 16th day of July, 2019, by and between IndustrySafe Holdings, Inc., a Florida corporation (“**Assignor**”) and IndustrySafe, LLC, a Pennsylvania limited liability company (“**Assignee**”), according to the following terms:

WHEREAS, Assignor desires to transfer its right, title and interest to certain assets to Assignee, and Assignee desires to acquire the rights, title and interest of Assignor under such assets.

NOW, THEREFORE, Assignor and Assignee do herein and hereby agree as follows:

1. Assignment and Assumption. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby irrevocably assigns, transfers, sets over, conveys and delivers unto Assignee, its successors and assigns, all of its rights, powers, privileges and interest in and to the following (the “**Assets**”):

a. Registration of the internet domain names set forth on Exhibit A hereto, whether or not incorporating Assignor’s trademarks, together with all subpages, copyright, websites, web pages, proprietary information, content, materials, and images included on and associated with, such domain names, and accounts with social media companies and the content found thereon and related thereto, including the items set forth on Exhibit A;

b. All software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation related thereto, including but not limited to the software and documentation described on Exhibit A;

c. All physical servers, content stored within cloud based servers, all databases and any other licenses for the ongoing maintenance and upkeep of the Assignor’s confidential company data;

d. All trademark registrations set forth on Exhibit A hereto and all issuances, extensions and renewals thereof, and all other trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, any of the foregoing;

e. all other intellectual property, including works of authorship, expressions, designs, copyrights, process manuals, software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation, inventions, discoveries, trade

secrets, business and technical information, processes, procedures and know-how, databases, data collections and other confidential and proprietary information and all rights therein;

f. all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other contracts, whether written or oral, relating to any intellectual property to which Assignor is a party, including that certain Intellectual Property License Agreement, dated January 17, 2018, by and between IndustrySafe, Inc. and IndustrySafe IP, Inc.;

g. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

h. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world;

i. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

j. all other intangible personal property, and all products and proceeds thereof, and any other assets of Assignor, including without limitation, any contracts with customers, vendors or independent contractors.

2. Recordation and Further Actions. Assignor authorizes any other national, federal and state government officials to record and register this Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assets including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on Exhibit A hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect any other provision hereof, and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Assignment.

5. Governing Law. This Assignment shall be binding upon the successors and assigns of the parties hereto and shall be construed in accordance with the laws of the State of Florida.

6. Further Assurances. The Assignor and the Assignee shall cooperate and use their respective commercially reasonable efforts to take or cause to be taken all reasonably appropriate actions and do, or cause to be done, all things necessary or appropriate to consummate and make effective the transactions contemplated hereby. Without limiting the generality of the foregoing, the Assignor shall, at any time and from time to time after the date hereof, at the request of the Assignee and without additional consideration, execute and deliver such certificates, notices, instruments or documents of sale, transfer, conveyance and assignment, and take such other actions as the Assignee may deem reasonably necessary or desirable to (a) effectively assign, transfer, convey and deliver the Assets (and good, valid and marketable title thereto) to the Assignee and its successors and assigns, (b) put the Assignee and its successors and assigns in actual possession and operating control of the Assets, (c) confirm to any other person the ownership of the Assets, any all other assets related to the IndustrySafe software business, or (d) otherwise carry out the purpose and intent of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed as of the date first above written.

INDUSTRYSAFE HOLDINGS, INC.

By: Kenneth A. Korach
Name: Kenneth A. Korach
Title: President

INDUSTRYSAFE, LLC

By: Kenneth A. Korach
Name: Kenneth A. Korach
Title: President

[Signature Page to Assignment Agreement – Holdings to IndustrySafe]

Exhibit A

Trade Names

IndustrySafe
TransitSafe

Trademarks

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Exhibit A]