

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623117

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900578606

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sport Seats International Ltd		02/14/2018	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	Alex Orthopedic, Inc
Street Address:	510 Fountain Parkway
City:	Grand Prairie
State/Country:	TEXAS
Postal Code:	75050
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4643921	SPORT SEAT

CORRESPONDENCE DATA

Fax Number: 9726419681
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: 9726419680
Email: llavi@alexorthopedic.com
Correspondent Name: Linda Lavi
Address Line 1: 510 Fountain Parkway
Address Line 2: 510 Fountain Parkway
Address Line 4: Grand Prairie, TEXAS 75050

NAME OF SUBMITTER:	Linda Lavi
SIGNATURE:	/lindalavi/
DATE SIGNED:	01/29/2021

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this 14 day of February, 2018 (the “**Effective Date**”) by Sport Seats International Ltd. (“**Assignor**”) and Alex Orthopedic Inc. (“**Assignee**”).

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibit A or otherwise using the prefix “Sport Seat” (collectively the “**Marks**”);

B. WHEREAS Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Marks;
- (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;
- (iv) there are no liens or security interests against the Marks;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor’s obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor’s Certificate of Incorporation or By-laws.

3. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee’s use or ownership, or the validity, of the Marks.

4. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

5. Miscellaneous.

- (a) No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

- (b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Texas. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
- (c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.
- (d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Sport Seats International Ltd.

By: *[Signature]*

Name: *Jim Bernal*

Title: *President of General
Partnership*

ASSIGNEE:

Alex Orthopedic Inc.

By: *[Signature]*

Name: *Ebrahim Lodi*

Title: *President*

TRADEMARK

REEL: 007161 FRAME: 0326

Exhibit A

TRADEMARK:

SPORT SEAT

United States Patent and Trademark Reg. No. 4,643,921

Registered Nov. 25, 2014

Int. Classes: 18 and 20