

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/09/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zon Tools LLC		06/09/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Zon Technologies LLC		
Street Address:	c/o Carbon6 Technologies, Inc.		
Internal Address:	4000 Washington Road, Suite 104		
City:	McMurray		
State/Country:	PENNSYLVANIA		
Postal Code:	15317		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5936389	ZON.TOOLS	
CORRESPONDENCE DATA			
Fax Number:	2123361292		
<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:	212-336-2168		
Email:	IPDOCKETING@PBWT.COM		
Correspondent Name:	Edward H. Smoot, Esq.		
Address Line 1:	c/o Patterson Belknap Webb & Tyler LLP		
Address Line 2:	1133 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	C0074-006		
NAME OF SUBMITTER:	Edward H. Smoot		
SIGNATURE:	/Edward H. Smoot/		
DATE SIGNED:	07/15/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Assignment"), dated as of June 9, 2021 (this "Assignment"), is made, executed, and delivered by **ZON TOOLS LLC**, a Florida limited liability company (the "Assignor"), and **ZON TECHNOLOGIES LLC**, a Delaware limited liability company (the "Assignee").

Reference is made to that certain Asset Purchase Agreement, dated as of the date hereof, 2021 (the "Purchase Agreement"), by and between the Assignor and the Assignee. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, on the date hereof, the Assignor is selling, conveying, assigning, transferring, and delivering the Purchased Assets to the Assignee; and

WHEREAS, the Assignor is the exclusive owner of all of the rights, title, and interests in and to the intellectual property used in, or relating to, the Business, as set forth on Schedule I attached hereto and in Section 1.1(e) of the Purchase Agreement and subject to the terms and conditions of the Purchase Agreement (collectively, the "Purchased IP"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to assign to the Assignee, all of the Assignor's right, title, and interest in and to the Purchased IP.

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Subject to the terms and conditions of the Purchase Agreement, the Assignor hereby sells, conveys, assigns, transfers, and delivers to the Assignee, and the Assignee accepts (a) all of the Assignor's rights, title, and interests in all Purchased IP, (b) all rights to royalties, subscription and other fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Purchased IP, (c) all rights to any claims of any nature available to or being pursued by the Assignor to the extent related to the Purchased IP, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for 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, (d) all goodwill of the Purchased IP, the Purchased Assets and the Business associated with and symbolized thereby, together with the right to file for and own any and all applications for registration, registrations, renewals, and extensions of registrations for the Purchased IP that may be secured under any applicable law now or hereafter in effect, and (e) all rights corresponding to the foregoing that may exist in any jurisdiction throughout the world.

Section 2. Recordation and Further Assurances.

(a) The Assignor hereby authorizes and requests the competent authorities including the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this Assignment upon request by the Assignee.

(b) Following the date hereof, upon the Assignee's request, the Assignor will take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Purchased IP to the Assignee, or any assignee, affiliate, or successor thereto.

Section 3. Limited Power of Attorney. The Assignor hereby appoints the Assignee as its true and lawful attorney-in-fact, with full power of substitution, having full right and authority, in the name of the Assignor to do all such acts and things in relation to the matters set forth in Section 2(a) of this Assignment as the Assignee shall reasonably deem desirable. The Assignor agrees that the above-stated powers are coupled with an interest and shall be irrevocable by the Assignor.

Section 4. Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. To the extent of any conflict between the terms of the Purchase Agreement and this Assignment, the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to modify, alter, or amend any of the covenants, agreements, representations, or warranties of the applicable parties contained in the Purchase Agreement.

Section 5. Amendment and Modification; Waiver. No provision of this Assignment may be waived, amended, modified, or supplemented except by written instrument authorized and executed by the Assignee and the Assignor. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by any party hereto of a breach of any provisions of this Assignment shall not operate or be construed as a waiver of any other or subsequent breach.

Section 6. No Third Party Beneficiaries. This Assignment is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies, or claims under, or by any reason of, this Assignment or any term, covenant, or condition hereof.

Section 7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of the conflicts of laws thereof.

Section 8. Headings. The headings of this Assignment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

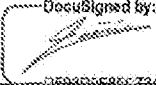
Section 9. Severability. Any term or provision of this Assignment which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or other provisions of this Assignment in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law which renders any such provision prohibited or unenforceable in any respect.

Section 10. Counterparts. This Assignment may be executed in counterparts (delivery of which may be by facsimile or via e-mail as a portable document format (.pdf)), each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

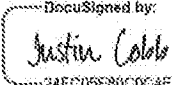
[Signature page on following page]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

ZON TOOLS LLC

By:  DocuSigned by:
Name: Tarik Ozkan
Title: President

ZON TECHNOLOGIES LLC

By:  DocuSigned by:
Name: Justin Cobb
Title: CEO

Schedule I

Domain Names

<https://www.zon.tools/>

Trademarks

Zon Tools
Auto-Mate
Auto-Mate 3.0
KeyWord Miner
Target Miner
Bid Gambler
Term-Inator
ASIN-Ator
KeyWord Guardian
KeyWord Recycler
Bid Nailer

SCHEDULE

MARK

REGISTRATION NUMBER

REGISTRATION DATE

ZON.TOOLS

5,936,389

December 17, 2019