

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medigas Service & Testing Co., Inc.		05/21/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	BeaconMedaes LLC		
Street Address:	1059 Paragon Way		
City:	Rock Hill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29730		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2514020	MEDIGAS	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07950		
ATTORNEY DOCKET NUMBER:	17963.128		
NAME OF SUBMITTER:	Vanessa A. Ignacio		
SIGNATURE:	/Vanessa A. Ignacio/		
DATE SIGNED:	07/26/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “IP Assignment”), dated as of May 24, 2021 (the “Effective Date”), is being executed and delivered by Medigas Service & Testing Company, Inc., a New York corporation (“Seller”), to BeaconMedaes LLC, a Delaware limited liability company (“Buyer” and, together with Seller, the “Parties” and each are individually referred to as a “Party”), pursuant to the terms of that certain Asset Purchase Agreement, dated as of the Effective Date, by and among Buyer, Seller and the other parties thereto (the “APA”). To the extent that any provision of this Assignment is inconsistent with the APA, the APA shall control. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the APA.

WHEREAS, Seller desires to convey, transfer, and assign to Buyer all intellectual property of Seller related to the Business in connection with the transactions contemplated by the APA;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “Assigned IP”):

(a) all patents, patent applications, and inventions and discoveries that may be patentable, set forth on **Schedule 1** hereto (including all related provisionals, continuations, continuations-in-part, divisionals, reissues, renewals, and extensions, and all priority rights and rights under any international patent conventions, agreements or treaties, the United States or any other jurisdiction (collectively, the “Patents”);

(b) all fictional business names, trading names, registered and unregistered trademarks/service marks, registered designs, and applications therefor set forth on **Schedule 2** hereto (and all issuances, extensions, and renewals thereof) (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on **Schedule 2** hereto, the transfer of such applications accompanies, that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all copyrights in both published works and unpublished works, in each case as set forth on **Schedule 3** hereto (collectively, the “Copyrights”);

(d) manufacturing methods, supplier lists, software, trade secrets, confidential information, know-how, technology, technical information, data, process, schematics, plans, drawings, blueprints and customer lists, and all documentation relating to any of the foregoing regardless of the stage of development, in each case set forth on **Schedule 4** (collectively, the “Trade Secrets”);

(e) the internet domain name registrations and social media sites owned or used by the Business or that use any derivative of the Trademarks as set forth on **Schedule 5** hereto (collectively, the “Domain Names”);

(f) all computer software (including source code, executable code, data, databases and related documentation), regardless of the stage of development, in each case set forth on **Schedule 6** hereto (collectively, the “Software”);

(g) all licenses, sublicenses, and other agreements set forth on **Schedule 7** (the “IP Licenses”);

(h) all rights in mask works as set forth on **Schedule 8** (collectively, the “Rights in Mask Works”);

(i) and all advertising and promotional materials;

(j) all other proprietary rights; and all copies and tangible embodiments thereof (in whatever form or medium) owned, used, or licensed by Seller as licensee or licensor and related to the Business;

(k) all moral and economic rights of authors and inventors, in the foregoing;

(l) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(m) 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; and

(n) 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

4. Miscellaneous. To the extent that any provision of this Assignment is inconsistent with the APA, the APA shall control. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement.

IN WITNESS WHEREOF, each of Seller and Buyer has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

MEDIGAS SERVICE & TESTING COMPANY, INC.

By: Frank P. Rudilosso

Name: Frank P. Rudilosso

Title: President

Address for Notices: 2071 5TH Avenue, Ronkonkoma, New York 11779

ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF Suffolk)
)SS.
)

On the 21st day of May, 2021, before me personally appeared Frank P. Rudilosso, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as the President of Medigas Service & Testing Company, Inc., a New York corporation ("Seller"), and acknowledged the instrument to be the free act and deed of Seller for the uses and purposes mentioned in the instrument.

My Commission Expires: 3/16/2023

Kathleen M. Johnson KATHLEEN M. JOHNSON
Notary Public Notary Public, State of New York
Printed Name: No. 01JOS321253
Kathleen M. Johnson Qualified in Suffolk County
My Commission Expires March 16, 2023

BUYER:

BEACONMEDAES LLC

By: _____

Name: Melody Miller

Title: President

Address for Notices: 1059 Paragon Way, Rock Hill, South Carolina, 29730

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)

COUNTY OF _____)
)SS.
)

On the ___ day of May, 2021, before me personally appeared Melody Miller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in her authorized capacity as the President of BeaconMedaes LLC, a Delaware limited liability company ("Buyer"), and acknowledged the instrument to be the free act and deed of Buyer for the uses and purposes mentioned in the instrument.

My Commission Expires:

Notary Public
Printed Name:

IN WITNESS WHEREOF, each of Seller and Buyer has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

MEDIGAS SERVICE & TESTING COMPANY, INC.

By: _____
Name: Frank P. Rudilosso
Title: President
Address for Notices: 2071 5TH Avenue,
Ronkonkoma, New York 11779

ACKNOWLEDGMENT

STATE OF NEW YORK)
)SS.
COUNTY OF _____)

On the ___ day of May, 2021, before me personally appeared Frank P. Rudilosso, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as the President of Medigas Service & Testing Company, Inc., a New York corporation (“Seller”), and acknowledged the instrument to be the free act and deed of Seller for the uses and purposes mentioned in the instrument.

My Commission Expires:

Notary Public
Printed Name:

BUYER:

BEACONMEDAES LLC

By: Melody Miller
Name: Melody Miller
Title: President
Address for Notices: 1059 Paragon Way,
Rock Hill, South Carolina, 29730

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)SS.
COUNTY OF York)

On the 21st day of May, 2021, before me personally appeared Melody Miller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in her authorized capacity as the President of BeaconMedaes LLC, a Delaware limited liability company (“Buyer”), and acknowledged the instrument to be the free act and deed of Buyer for the uses and purposes mentioned in the instrument.

My Commission Expires: 2-8-22

Donna Bruce
Notary Public
Printed Name: Donna Bruce



SCHEDULE 1

PATENTS

Patents

None.

SCHEDULE 2

TRADEMARKS

Trademark Registrations

1. Medigas (service mark U.S. registration number 2514020).

Trademark Applications

2. None.

Unregistered Trademarks

3. Medigas Service & Testing Co.

SCHEDULE 3

COPYRIGHTS

Copyright Registrations

1. None.

Copyright Applications

2. None.

Unregistered Copyrights

3. None.

SCHEDULE 4

TRADE SECRETS AND KNOW-HOW

Trade Secrets, Know- How and Inventions

1. All know how, trade secrets, confidential information, customer lists, supplier lists, software, technical information, data, process technology, plans, drawings, and blueprints of Seller.

SCHEDULE 5

DOMAIN NAMES

Medigasservice.com (main email)

Medigaslifesafety.com

Medigas.info

Medigas.us

Medigas.co

Medigas.org

Medigasco.com

SCHEDULE 6

SOFTWARE

1. Sage 100 ERP 2015, customer no. 4001153080.
2. Exchange 2013.
3. Symantex Backup Exec 15.
4. AutoCAD.
5. Microsoft Office.
6. BeaconMedaes Quote System.

SCHEDULE 7

LICENSES

None.