

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM685150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seitz LLC	FORMERLY Seitz Corporation	11/01/2001	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Southwest Mold, Inc.		
Street Address:	740 W. Knox Road		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85284		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3000290	SEITZ	
Registration Number:	4939727	SEITZ	
CORRESPONDENCE DATA			
Fax Number:	4122091860		
<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:	4122974900		
Email:	iptrademark.dcg@dentons.com		
Correspondent Name:	Dentons Cohen & Grigsby P.C.		
Address Line 1:	625 Liberty Avenue		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	025948.0010		
NAME OF SUBMITTER:	Noland J. Cheung		
SIGNATURE:	/noland j. cheung/		
DATE SIGNED:	11/02/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of November 1, 2021, is made by and among Seitz LLC, a Delaware limited liability company and formerly known as Seitz Corporation (“**Seller**”), having a principal place of business at 212 Industrial Lane, Torrington, CT 06790, in favor of Southwest Mold, Inc., an Arizona corporation (“**Buyer**”), having a principal place of business at 740 W. Knox Road, Tempe, AZ 85284, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, between Buyer and Seller, dated as of even date herewith (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment;

NOW THEREFORE, the parties, INTENDING TO BE LEGALLY BOUND, 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) the patents set forth in Exhibit 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

(b) the trademarks set forth in Exhibit 1 hereto, along with all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services related thereto, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, any of the foregoing;

(c) the Works and any and all adaptations, compilations, collective Works and derivative Works based on the Works, and translations of the Works, in all media or format whatsoever now existing or hereafter created for any purpose, including all (i) copyrights of Seller in the Works set forth in Exhibit 1, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such copyrights, (ii) issuances, extensions and renewals of such registrations and applications, and (iii) related proprietary rights, interests and protections, however arising, pursuant to any such law worldwide;

(d) the domain names (“**Websites**”) whether in the United States or any foreign jurisdiction, including all internet traffic to the Websites and all content on the Websites set forth on Exhibit 2;

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

(f) 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;

(g) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Work Made for Hire and Moral Rights in Copyrights. Seller acknowledges that all original works of authorship that are made by Seller within the scope of the Works and which are protectable by copyright are “works made for hire,” within the meaning of 17 U.S.C. §101. To the extent that any rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as “moral rights” (“**Moral Rights**”) are vested in Seller as an author (sole or joint) of any of the Works, Seller hereby absolutely and irrevocably waives, in favor of Buyer, to the extent permitted by applicable law, any and all claims Seller may now or hereafter have in any jurisdiction to all such Moral Rights in relation to the Works.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark 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, and take such other actions, as may be reasonably necessary or useful to effect, evidence, or perfect the assignment and transfer of the Assigned IP to Buyer, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to

which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. 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 and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[Signatures follow]

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

Seitz LLC

By: 

Name: Evan Berns

Title: CEO

Address for Notices:

SC Holdings I LLC
c/o Andlinger & Company, Inc.

If by mail:

P.O. Box 1730
Vero Beach, FL 32961

If by delivery:

333 17th Street
Suite O
Vero Beach, Florida 32960
Attn: Merrick G. Andlinger
e-mail: mgandlinger.net

AGREED TO AND ACCEPTED:

Southwest Mold, Inc.

By: _____

Name: John McElroy

Title: CFO

Address for Notices:

Southwest Mold, Inc.
c/o Molded Devices, Inc.
740 W Knox Rd,
Tempe, AZ 85284
Attn: CEO

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

Seitz LLC

By: _____

Name: Evan Berns

Title: CEO

Address for Notices:

SC Holdings I LLC
c/o Andlinger & Company, Inc.

If by mail:

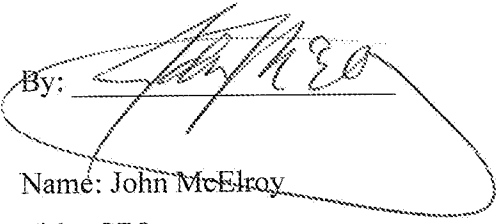
P.O. Box 1730
Vero Beach, FL 32961

If by delivery:

333 17th Street
Suite O
Vero Beach, Florida 32960
Attn: Merrick G. Andlinger
e-mail: mgandlinger.net

AGREED TO AND ACCEPTED:

Southwest Mold, Inc.

By:  _____

Name: John McElroy

Title: CFO

Address for Notices:

Southwest Mold, Inc.
c/o Molded Devices, Inc.
740 W Knox Rd,
Tempe, AZ 85284
Attn: CEO

TRADEMARK



REEL: 007480 FRAME: 0744

EXHIBIT 1

UNITED STATES COPYRIGHTS

TITLE OF WORK	CLAIMANT	REG. NO.
SEITZ DESIGN-A-DRIVE GEARS (CORE PROGRAM)	SEITZ LLC	TXU000322676
SEITZ DESIGN-A-DRIVE PULLEYS & BELTS CORE PROGRAM	SEITZ LLC	TXU000322674
WE'VE GOT THE DRIVE IT TAKES	SEITZ LLC	TX0002369606
SEITZ DESIGN-A-DRIVE SPROCKET & CHAIN CORE PROGRAM	SEITZ LLC	TXU000322675

UNITED STATES TRADEMARK REGISTRATIONS

MARK	OWNER	REG. NO.
	SEITZ LLC	3,000,290
	SEITZ LLC	4,939,727

U.S. COMMON LAW TRADEMARKS

MARK	OWNER
DATA MOTION	SEITZ LLC
Q-DRIVE	SEITZ LLC

UNITED STATES PATENTS

TITLE	OWNER	PATENT NO.
INDUCTION HEATED SERVER	SEITZ LLC	8,357,882
CARTRIDGE FOR BEVERAGE DISPENSER	SEITZ LLC PEPSICO, INC.	D690,990

CARTRIDGE FOR BEVERAGE DISPENSER	SEITZ LLC PEPSICO, INC.	D690,991
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EXHIBIT 2

DOMAINS

Domain name	Owner	Registrar/Domain Host	Expiration Date
seitzllc.com	Seitz Corporation	Network Solutions, LLC	10-25-2023

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