

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694261

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900655807		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPauljones, LP		09/01/2020	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	EYEVAC HOLDINGS, LLC		
Street Address:	7500 Rialto Blvd, Bldg 1, Ste. 122		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78735		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3181491	EYE-VAC	
Registration Number:	5912124	EYEVAC	
Registration Number:	6054411	NEOVAC	
Serial Number:	90157021	EYEVAC +	
Serial Number:	90157041	EYEVAC AIR	
CORRESPONDENCE DATA			
Fax Number:	5125974775		
<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:	5124773830		
Email:	dsolis@iptechlaw.com		
Correspondent Name:	H. Dale Langley, jr.		
Address Line 1:	1803 West Avenue		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	JPJN		
NAME OF SUBMITTER:	H. Dale Langley, Jr.		
SIGNATURE:	/H. Dale Langley, Jr./		
DATE SIGNED:	12/13/2021		

Total Attachments: 5

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GENERAL BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS GENERAL BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (“Bill of Sale”) is dated as of September 1, 2020, by and between EyeVac Holdings, LLC, a Texas limited liability company (“Buyer”) and JPauJones, LP, a Texas limited partnership (“Seller”).

RECITALS:

A. Seller agreed to sell, transfer, convey and deliver to Buyer, and Buyer agreed to purchase, all of Seller’s right, title and interest in and to the Purchased Assets (as defined therein).

NOW, THEREFORE, for and in consideration of the premises, agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Seller hereby irrevocably and unconditionally sells, assigns, transfers, conveys and delivers to Buyer, its successors and permitted assigns forever, all of the Purchased Assets and all of Seller’s right, title and interest in and to the Purchased Assets, to have and to hold the same and each and all thereof unto Buyer, its successors and permitted assigns forever, to its and their own use and benefit forever. This assignment includes all of Seller’s worldwide right, title, and interest in and to the trademarks included in the Purchased Assets, as well as all common law rights and any goodwill associated therewith or any business related thereto. This assignment also includes all of Seller’s worldwide right, title, and interest in and to the Inventions, Patents, and Patent Applications included in the Purchased Assets (“Assigned Inventions”), in any and all patents, reissue patents, certificates of inventorship, design registrations, utility models, and the like, that may be granted in the United States or in any foreign country with respect to the Assigned Inventions; in any and all applications, including provisionals, non-provisionals, continuations, continuations-in-part, divisions, PCT applications, PCT national stage entry applications, or corresponding foreign patent applications that may be filed with respect to the Assigned Inventions, or improvements thereto, and any and all patents resulting therefrom; the right to claim priority to the patent applications of the Assigned Inventions; the right to be granted one or more patents in any country in the world; and the right to sue and recover damages for past, present, and future infringement of the Assigned Inventions or any other patents issuing therefrom. Except as herein noted, the Purchased Assets are being assigned, granted, and conveyed **AS IS, WHERE IS, WITHOUT ANY REPRESENTATIONS, RECOURSE, OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.**

2. Assumption. Buyer hereby accepts the assignment of the Purchased Assets.

3. Further Assurances. Seller hereby agrees to take such additional actions and to execute, acknowledge and deliver any and all other acts, deeds, assignments, powers of attorney, instruments or other documents as may reasonably be required to effect the intent and purposes of this Bill of Sale and the transactions contemplated hereby.

4. Power of Attorney. Seller hereby constitutes and appoints Buyer as its true and lawful attorney, with full power of substitution, in the name of Seller, and on behalf and for the benefit of Buyer, to demand and receive from time to time any and all of the Purchased Assets; to institute and prosecute, from time to time, in the name of Seller or otherwise, any and all actions, suits and proceedings which Buyer deems proper to assert or enforce any claim, title, right, debt, note or actions, suits or proceedings in respect to the Purchased Assets; and to execute such other documents and take such other action as may be

necessary from time to time to carry out this Bill of Sale. Seller hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

5. Amendment and Modification; Waiver. This Bill of Sale may be amended, modified and supplemented only by a written instrument authorized and executed by Buyer and Seller. 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 either Party hereto of a breach of any provision of this Bill of Sale shall not operate or be construed as a waiver of any other or subsequent breach.

6. No Third-Party Beneficiaries. This Bill of Sale 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 Bill of Sale or any term, covenant or condition hereof.

7. Severability. In the event any provision of this Bill of Sale is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Bill of Sale, which shall be and remain in full force and effect, enforceable in accordance with its terms.

8. Divisions and Headings. The division of this Bill of Sale into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Bill of Sale. The Parties have participated jointly in the negotiation and drafting of this Bill of Sale, and in the event an ambiguity or question of intent or interpretation arises, this Bill of Sale will be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Bill of Sale.

9. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same instrument. The exchange of copies of this Bill of Sale and of signature pages by facsimile transmission or other electronic transmission shall constitute effective execution and delivery of this Bill of Sale as to the Parties and may be used in lieu of the original Bill of Sale for all purposes. Signatures of the Parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for any purposes whatsoever.

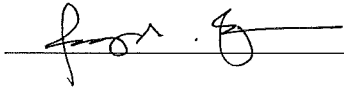
Signature Page to Follow

IN WITNESS WHEREOF, each of the Parties has caused this Bill of Sale to be executed on its behalf as of the day and year first above written.

SELLER:

JPAULJONES, LP.
A Texas limited partnership

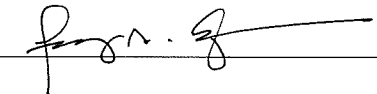
By: JPauJones Management, LLC,
a Texas limited liability company,
its general partner

By:  _____

Name: Terry G. Jones
Title: Manager

BUYER:

EYEVAC HOLDINGS, LLC.
A Texas limited liability company

By:  _____

Name: Terry G. Jones
Title: Manager

SIGNATURE PAGE TO GENERAL BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT A
Purchased Assets

PATENTS

Case Number	Country	Status	Application Serial Number, Patent No.	Title	Current Applicant/Owner
HORS001	US	Issued	10/389,162	AUTOMATED	JPAULJONES, L.P.
		Issued: 4/15/2008	7,356,872	ELECTRONIC	
		Expires: 6/27/2024		VACUUM SYSTEM AND METHOD	
HORS001_CN HORS001	China	Granted	03826356.4	AUTOMATED	JPAULJONES, L.P.
		Filed: 10/21/2005		ELECTRONIC VACUUM SYSTEM AND METHOD	
HORS004	US	Issued	10/013,376	VACUUM DUSTPAN (eye vac)	JPAULJONES, L.P.
		Issued: 1/4/2004	6,671,924		
		Expires: 12/11/2021			
HORS004-CI	US	Issued	10/750,504	VACUUM DUSTPAN -	JPAULJONES, L.P.
		Issued: 8/29/2006	7,096,532	Continuation	
		Expires: 12/11/2021			
JPJN013	US	Pending	16/454,360	Combination Vacuum and	JPAULJONES, L.P.
		Filed on 6/27/2019		Air Purifier System and Method	
JPJN013_PCT JPJN013_P	PCT	Pending	PCT/US20/31577	Combination Vacuum and	JPAULJONES, L.P.
		5/6/2020		Air Purifier System and Method	

4 General Bill of Sale and Assignment and Assumption Agreement JPaulJones, LP to EyeVac Holdings, LLC

TRADEMARKS

Case Number	Country	Status	Application Serial No., Registration No.	Mark	Applicant/Owner
JPJN006	US	Registered Registered: 12/5/2006	78/267,368 3,181,491	Eye-Vac	JPAULJONES, L.P.
JPJN006-UK	UK	Registered Registered: 9/1/2017	UK00003254051 UK00003254051	EYE-VAC (& 2 variations: EyeVac EYE VAC)	JPAULJONES, L.P.
JPJN008	US	Registered Registered: 11/19/2019	88/141,659 5,912,124	EyeVac	JPAULJONES, L.P.
JPJN011	US	Registered Registered: 5/12/2020	88/326,343 6,054,411	NEOVAC	JPAULJONES, L.P.
JPJN011_JAPAN	JAPAN	Pending Filed on 4/2/2020	2020-036336	NEOVAC	JPAULJONES, L.P.
JPJN012	US	HALTED	88/326,343	NEO-VAC	JPAULJONES, L.P.
JPJN017	US	Pending Filed on 9/4/2020	90/157,021	EYEVAC +	EYEVAC HOLDINGS, LLC
JPJN018	US	Pending Filed on 9/4/2020	90/157,041	EYEVAC AIR	EYEVAC HOLDINGS, LLC

4 General Bill of Sale and
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