

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joel Berman Associates, Inc.		12/14/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	StretchWall, LLC		
Street Address:	50 Oakland Street		
City:	Watertown		
State/Country:	MASSACHUSETTS		
Postal Code:	02471		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1225177	STRETCHWALL	
Registration Number:	5620783	SNAPLOC	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602-382-6228		
Email:	TMDocket@swlaw.com		
Correspondent Name:	Howard I. Sobelman/Snell & Wilmer L.L.P.		
Address Line 1:	400 East Van Buren Street, Suite 1900		
Address Line 2:	One Arizona Center		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	34628.00700		
NAME OF SUBMITTER:	Howard I. Sobelman		
SIGNATURE:	/hs/		
DATE SIGNED:	03/10/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of December 14, 2020, is made by **Joel Berman Associates, Inc.**, a New York corporation (“Seller”), in favor of **StretchWall, LLC**, a Delaware limited liability company (“Buyer”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and between the Buyer, Seller and Lorraine Artzt Berman, dated as of December 14, 2020 (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset 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, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

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 all of Seller’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the trademark registrations and applications set forth on Schedule 1 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;

(b) 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;

(c) 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

(d) 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 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, 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. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset 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 Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. 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 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.

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 assigns.

6. Governing Law. The validity of this IP Assignment and the interpretation and construction thereof shall be governed by the laws of the State of Delaware. Each party hereto (a) irrevocably submits to the exclusive jurisdiction of any Delaware State court or Federal court sitting in Delaware, in any action arising out of this Agreement and (b) consents to the service of process by mail.

[SIGNATURE PAGE FOLLOWS]

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

JOEL BERMAN ASSOCIATES, INC.

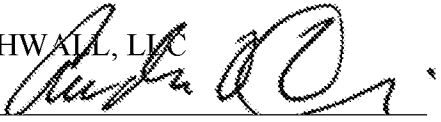
By: Lorraine Artzt Berman

Name: Lorraine Artzt Berman

Title: President

AGREED TO AND ACCEPTED:

STRETCHWALL, LLC

By: 

Name: Andrew Davis

Title: Manager

SCHEDULE 1 (ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS)

(see attached)

Case No.	Country	Trademark Name	Goods	App. No.	Filed	Reg. No.	Registered	Status/ Next Action
34628.00700	US	STRETCHWALL	Class 27: Wall Coverings	73/356,547	March 25, 1982	1,225,177	January 25, 1983	Registered. Renewal due 01/25/2023.
34628.00903	CA	StretchWall+	Class 27: Wall coverings, namely a fabric covered acoustical system for walls and ceilings.	501345	April 5, 1983	TMA306700	September 6, 1985	Registered. Renewal due 09/06/2030.
34628.01300	US	SNAPLOC	Class 20: Decorative mounting system consisting of non-metal mounting tracks for securing and tensioning decorative fabric on an existing wall over sound absorbing and sound reflecting materials for aesthetic purposes and for acoustic and sound reverberation control adapted for use in existing recording studios, existing auditoriums and existing open-plan offices for enhancing the aesthetics of an area, exhibitions, displays and partitioning purposes; fabric covered tackable materials for display and presentation, namely, display boards.	87/802,803	February 19, 2018	5,620,783	December 4, 2018	Registered. Declaration of Use due by 12/04/2024.

TRADEMARK

RECORDED: 03/10/2022

REEL: 007656 FRAME: 0165