

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM754393

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HUSSEY SEATING COMPANY		02/09/2022	Corporation: MAINE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPECSEAS INT'L CORP.		
<b>Street Address:</b>	18601 S. Susana Rd.		
<b>City:</b>	Rancho Dominguez		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90221		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0851911	CLARIN	
<b>Registration Number:</b>	1208429	BOXX SEATS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125212875		
<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>			
<b>Phone:</b>	3125212775		
<b>Email:</b>	asacharoff@muchlaw.com		
<b>Correspondent Name:</b>	Adam K Sacharoff		
<b>Address Line 1:</b>	191 N Wacker Drive, Suite 1800		
<b>Address Line 2:</b>	MUCH SHELIST, PC		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	0019009.0006		
<b>NAME OF SUBMITTER:</b>	Adam K Sacharoff		
<b>SIGNATURE:</b>	/adamksacharoff/		
<b>DATE SIGNED:</b>	09/09/2022		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made as of February 9, 2022 by and between HUSSEY SEATING COMPANY, a Maine corporation (“**Seller**”), and SPECSEATS INT’L CORP., a California corporation (“**Purchaser**”).

### **RECITALS**

A. The Seller and the Purchaser are entering into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), whereby the Seller is selling certain assets of Seller to the Purchaser. Capitalized terms used herein but not defined shall have the meanings set forth in the Purchase Agreement.

B. This Agreement is being executed and delivered pursuant to Section 6.1(a) of the Purchase Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the Purchase Price, the premises and the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Seller agrees as follows:

1. Transfer of Intellectual Property. The Seller hereby grants, sells, assigns, conveys, transfers and delivers Seller’s trade name, “Clarin Seating”, “Boxxseats” and the other Intellectual Property relating to the Business set forth on Exhibit A attached hereto (collectively, the “**IP Assets**”) and all of the Seller’s right, title and interest therein and thereto unto the Purchaser and its successors and assigns. Without limiting the foregoing, the Seller grants, sells, assigns, conveys, transfers and delivers to the Purchaser, the Seller’s rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (a) rights to file and register the IP Assets in the Purchaser’s name with any Government Entity; (b) rights to record the transfers made under this Agreement in the United States Patent and Trademark Office and in any other public offices of any Government Entities; (c) rights to sue for, collect and retain damages predicated on present or future infringements of the IP Assets, as well as all other claims and rights to damages associated with the IP Assets, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (d) goodwill associated with the IP Assets. The Seller’s assignment of the IP Assets to the Purchaser under this Agreement constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) of the Seller in the IP Assets, whether currently existing or arising or recognized in the future. Except with respect to the limited license set forth in that certain Transition Services Agreement of even date herewith between the Seller and the Purchaser, the Seller does not reserve or retain any rights, titles or interests in the IP Assets.

2. Further Assurances. The Parties will, from time to time, execute and deliver, or cause to be executed and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, and other documents and do all such further acts, assignments, transfers and other things, as may reasonably be requested by either Party to more completely transfer the IP Assets and for the effective confirmation, consummation and particularization of this Agreement in each case at Purchaser’s sole cost and expense and to the extent consistent with the terms and provisions of the Purchase Agreement.

3. Additional Rights and Obligations of the Parties. The Parties hereby agree and acknowledge that this Agreement is being entered into and delivered pursuant to and subject to the terms and conditions set forth in the Purchase Agreement, that additional rights and obligations of the Parties are

expressly provided for therein, and that the execution and delivery of this Agreement shall not impair, amend, or diminish any of the rights or obligations of the Parties to the Purchase Agreement, as set forth therein.

4. Conflicts. This Agreement is subject in all events to the terms and conditions of the Purchase Agreement. In the event of a conflict or inconsistency between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

5. Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Delaware without regard to choice of law provisions.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Electronic Delivery. This Agreement, to the extent signed and delivered by means of e-mail or a facsimile machine or other electronic delivery, shall be treated in all respects as an original Contract and shall be considered to have the same binding effect as if it were the original signed version thereof.

[SIGNATURE PAGE FOLLOWS]

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

SPECSEATS INT'L CORP., a California corporation

By: J. Hergott

Name: Jordan Hergott

Title: President

HUSSEY SEATING COMPANY, a Maine corporation

By: \_\_\_\_\_

Name: Brian Deveaux

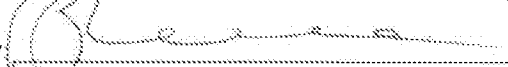
Title: Chief Financial Officer and Treasurer

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

SPECSEATS INT'L CORP., a California corporation

By: \_\_\_\_\_  
Name: Jordon Hergott  
Title: President

HUSSEY SEATING COMPANY, a Maine corporation

By:  \_\_\_\_\_  
Name: Brian Deveaux  
Title: Chief Financial Officer and Treasurer

**EXHIBIT A**

<b>Social Media</b>	
<b>Domain Link</b>	<b>Platform</b>
<a href="https://www.facebook.com/Clarín-by-Hussey-Seating">https://www.facebook.com/Clarín-by-Hussey-Seating</a>	Facebook
<a href="https://twitter.com/clarinchairs">https://twitter.com/clarinchairs</a>	Twitter
<a href="https://www.instagram.com/clarinseating">https://www.instagram.com/clarinseating</a>	Instagram
<a href="https://www.linkedin.com/company/clarin-seating/">https://www.linkedin.com/company/clarin-seating/</a>	Linkedin

<b>Word Marks</b>						
	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>HSC</b>	<b>Live/Dead</b>	<b>Class(es)</b>
94	73329232	1208429	BOXX SEATS	Y	LIVE	20
46	72276103	851911	CLARIN	Y	LIVE	20

<b>Patents</b>						
<b>ID</b>	<b>Title</b>	<b>Assignee</b>	<b>Inventor/Author</b>	<b>Priority Date</b>	<b>Filing/Creation Date</b>	<b>Publication Date</b>
US-3174795-A	Seating structure	Clarín Mfg. Co.	Howard D. Chapman, Henry C. Banke	10/11/1963	10/11/1963	3/23/1965
US-2137803-A	Chair tip and fastener therefor	Clarín Mfg. Co.	George W. Hambrook	5/16/1938	5/16/1938	11/22/1938
US-3284132-A	Seating unit	Clarín Mfg. Co.	Howard D. Chapman, Henry C. Banke	7/1/1965	7/1/1965	11/8/1966
US-2982339-A	Folding chair	Clarín Mfg. Co.	John H. Clarín	1/12/1959	1/12/1959	5/2/1961
US-3233939-A	Seating unit	Clarín Mfg. Co.	Howard D. Chapman	3/16/1964	3/16/1964	2/8/1966
US-3353866-A	Seating unit	Clarín Mfg. Co.	Howard D. Chapman, Henry C. Banke	8/22/1966	8/22/1966	11/21/1967
US-2548098-A	Folding chair kneeler attachment	Clarín Mfg. Co.	John H. Clarín	8/12/1949	8/12/1949	4/10/1951
US-2675062-A	Chair and tablet arm assembly	Clarín Mfg. Co.	John H. Clarín	8/17/1951	8/17/1951	4/13/1954
US-3099479-A	Chair structure	Clarín Mfg. Co.	Henry C. Banke	2/27/1961	2/27/1961	7/30/1963

US-3026144-A	Kneeler for chairs	Clarín Mfg. Co.	Werner E. Clarín	12/27/1960	12/27/1960	3/20/1962
US-1846392-A	Folding chair	Clarín Mfg. Co.	George W. Hambrook	7/17/1930	7/17/1930	2/23/1932
US-1600248-A	Folding chair	Clarín Mfg. Co.	Aaron E. Rosenthal, Werner E. Clarín	5/13/1925	5/13/1925	9/21/1926
US-2996331-A	Folding armchair	Clarín Mfg. Co.	John H. Clarín	6/10/1959	6/10/1959	8/15/1961
US-3001816-A	Folding chair	Clarín Mfg. Co.	Werner E. Clarín	2/29/1960	2/29/1960	9/26/1961
US-1931289-A	Chair spacing device	Clarín Mfg. Co.	George W. Hambrook, Werner E. Clarín	1/22/1932	1/22/1932	10/17/1933
US-2664943-A	Chair and tablet arm assembly	Clarín Mfg. Co.	John H. Clarín	6/12/1952	6/12/1952	1/5/1954
US-3259429-A	Folding chair and rack	Clarín Mfg. Co.	Henry C. Banke	11/27/1964	11/27/1964	7/5/1966
US-2786515-A	Chair and tablet arm assembly	Clarín Mfg. Co.	John H. Clarín	6/25/1956	6/25/1956	3/26/1957
US-1871686-A	Table leg lock	Clarín Mfg. Co.	George W. Hambrook, Werner E. Clarín	10/31/1931	10/31/1931	8/16/1932
US-3084977-A	Chair	Clarín Mfg. Co.	Howard D. Chapman	1/9/1962	1/9/1962	4/9/1963
CA-716373-A	Seating structure	C. Banke Henry, D. Chapman Howard, Clarín Mfg. Co.	C. Banke Henry, D. Chapman Howard	N/A	N/A	8/24/1965
CA-727422-A	Chair	D. Chapman Howard, Clarín Mfg. Co.	D. Chapman Howard	N/A	N/A	2/8/1966
CA-697732-A	Chair	C. Banke Henry, Clarín Mfg. Co.	C. Banke Henry	N/A	N/A	11/10/1964
CA-691668-A	Chair	D. Chapman Howard, Clarín Mfg. Co.	D. Chapman Howard	N/A	N/A	7/28/1964



CA-691641-A	Chair structure	C. Banke Henry, Clarin Mfg. Co.	C. Banke Henry	N/A	N/A	7/28/1964
US-1591550-A	Removable foot for supporting legs	Clarin Mfg. Co.	Aaron E. Rosenthal	11/13/1925	11/13/1925	7/6/1926
US-2048014-A	Tablet arm for folding chairs	Clarin Mfg. Co.	Leo A. Lochman, John Kluson	8/22/1935	8/22/1935	7/21/1936
CA-652283-A	Folding armchair	H. Clarin John, Clarin Mfg. Co.	H. Clarin John	N/A	N/A	11/13/1962
CA-504964-A	Chair and tablet arm assembly	Clarin Mfg. Co., H. Clarin John	H. Clarin John	N/A	N/A	8/10/1954
CA-682929-A	Kneeler for chairs	Clarin Mfg. Co., E. Clarin Werner	E. Clarin Werner	N/A	N/A	3/24/1964
CA-548313-A	Chair and tablet arm assembly	H. Clarin John, Clarin Mfg. Co.	H. Clarin John	N/A	N/A	11/5/1957
CA-645633-A	Folding chair	Clarin Mfg. Co., E. Clarin Werner	E. Clarin Werner	N/A	N/A	7/24/1962
CA-505318-A	Chair and tablet arm assembly	Clarin Mfg. Co., H. Clarin John	H. Clarin John	N/A	N/A	8/24/1954
CA-798108-A	Folding chair and rack	Clarin Mfg. Co., C. Banke Henry	C. Banke Henry	N/A	N/A	11/5/1968
CA-743392-A	Seating unit	Clarin Mfg. Co., D. Chapman Howard	D. Chapman Howard	N/A	N/A	9/27/1966
CA-775952-A	Seating unit	D. Chapman Howard, C. Banke Henry, Clarin Mfg. Co.	D. Chapman Howard, C. Banke Henry	N/A	N/A	1/16/1968
CA-334691-A	Chair tip	Grant Frederick, Clarin Mfg. Co.	Grant Frederick	N/A	N/A	8/8/1933

<b>Web Domains*</b>						
<b>Domain Name</b>	<b>Account No.</b>	<b>Points To</b>	<b>Private</b>	<b>Folder</b>	<b>Auto Renew</b>	<b>Expiration Date</b>
clarinseating.com	23345896	ADNS Services	Yes	Default	On	12/23/2021
clarinseating.info	20493435	Web Forwarding	Yes	Default	On	4/9/2022
clarinseating.net	20493435	ADNS Services	Yes	Default	On	12/23/2021
specseating.com	297636984	N/A	N/A	N/A	N/A	N/A
clarinseat.com	297636984	N/A	N/A	N/A	N/A	N/A
clarinchair.com	297636984	N/A	N/A	N/A	N/A	N/A
specseatshops.com	297636984	N/A	N/A	N/A	N/A	N/A
sport-seats.com	8993988	N/A	N/A	N/A	N/A	N/A
sideline-chairs.com	8993988	N/A	N/A	N/A	N/A	N/A
sideline-seats.com	8993988	N/A	N/A	N/A	N/A	N/A
sidelinechairs.com	8993988	N/A	N/A	N/A	N/A	N/A
team-chairs.com	8993988	N/A	N/A	N/A	N/A	N/A
sidelineseat.com	8993988	N/A	N/A	N/A	N/A	N/A

*\* Hussey Seating Company is the account holder for all web domains.*