

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Executor of the Estate of Beverly D. Middlebrook	FORMERLY Beverly Middlebrook	09/24/2022	Estate: FLORIDA
RECEIVING PARTY DATA			
Name:	The Executor of the Estate of John S. Middlebrook		
Street Address:	13833 Wellington Trace		
City:	Wellington		
State/Country:	FLORIDA		
Postal Code:	33414		
Entity Type:	Estate: FLORIDA		
Composed Of:	<ul style="list-style-type: none"> Heide A. Middlebrook, UNITED STATES, INDIVIDUAL 		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4971947	ALEXON SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	7166260366		
<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:	(716) 626-1564		
Email:	esimpson@idealawyers.com		
Correspondent Name:	Ellen S. Simpson		
Address Line 1:	5555 Main Street		
Address Line 4:	Williamsville, NEW YORK 14221		
ATTORNEY DOCKET NUMBER:	MBVT101US		
NAME OF SUBMITTER:	Ellen S. Simpson		
SIGNATURE:	/Ellen S. Simpson/		
DATE SIGNED:	09/29/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

The Executor of the Estate of Beverly D. Middlebrook, a Florida estate, the executor comprising Heide A. Middlebrook, a U.S. citizen, formerly known as Beverly Middlebrook, a U.S. Citizen ("Assignor"), hereby executes this TRADEMARK ASSIGNMENT (this "Assignment"), in favor of The Executor of the Estate of John S. Middlebrook, a Florida estate, the executor comprising Heide A. Middlebrook, a U.S. citizen ("Assignee"), to evidence the transfer of all rights, title, and interest in certain trademarks and trademark rights from Assignor to Assignee. Assignor and Assignee are each a "Party" and collectively the "Parties".

1. For good and valuable consideration, receipt of which Assignor acknowledges, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in the following:

(a) Assignor's interest in the trademark and trademark registration in the United States owned by Assignor as set forth in Schedule A to this Assignment (collectively, the "Assigned Trademark") together with the good will of the business symbolized by the Assigned Trademark;

(b) All rights of any kind whatsoever of Assignor 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, 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. Assignor agrees to do the following, when requested by Assignee, and without further consideration, in order to carry out the intent of this Assignment: (a) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the title and interest herein conveyed, and (b) generally do all lawful acts that Assignee shall consider desirable for securing, maintaining, and enforcing protection throughout the United States relating to the Assigned Trademark Rights for vesting in Assignee the title and interest herein conveyed.

3. Assignor hereby requests that (i) any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and legal owner of the Assigned Trademark Rights, and (ii) the Commissioner of Trademarks for the U.S. Patent and Trademark Office, and similar officers for any corresponding

entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

4. Assignor grants Assignee the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other authority for recordation of this document.


5. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

6. The laws of the State of Florida, United States of America (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Assignment.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date set forth below.

THE ESTATE OF BEVERLY D. MIDDLEBROOK


Dated: 9/29/22

By: 
Heide A. Middlebrook, Executor

ACCEPTED AND AGREED TO:

THE ESTATE OF JOHN S. MIDDLEBROOK

Dated: 9/29/22

By: 
Heide A. Middlebrook, Executor

SCHEDULE A

ASSIGNED TRADEMARKS

<u>Trademarks</u>	<u>Country</u>	<u>Registration No.</u>
ALEXON SYSTEM	United States	4971947