

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C.E.I.N.Y. Corp.		08/01/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Precision Elevator Corp.		
Street Address:	257 51st Street		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11220		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3492297	CONSOLIDATED ELEVATOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6504732629		
Email:	ipcalendardept@omm.com		
Correspondent Name:	Scott Pink		
Address Line 1:	2765 Sand Hill Rd.		
Address Line 2:	O'Melveny & Myers LLP		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	0019866.00004		
NAME OF SUBMITTER:	Scott Pink		
SIGNATURE:	/Scott Pink/		
DATE SIGNED:	01/20/2023		
Total Attachments: 4			
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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into on August 1, 2022 (the “**Effective Date**”), by and between Precision Elevator Corp., a New York corporation (“**Assignee**”) and C.E.I.N.Y. Corp., a New York corporation (“**Assignor**”). Assignor and Assignee are referred to herein each as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Assignee is the sole shareholder of Assignor and has agreed to enter into that certain Merger between Assignor, and Assignee, whereby Assignor intends to merge with and into Assignee (the “**Merger**”);

WHEREAS, under the Merger, Assignor has agreed to assign, transfer, and convey to Assignee all of Assignor’s right, title and interest in, the Intellectual Property assets specified on Exhibit A attached hereto, which as of the Effective Date, shall be deemed Registered Company Intellectual Property under the Merger (the “**Transferred Intellectual Property**”); and

WHEREAS, the Parties have covenanted to enter into this Agreement in connection with the transactions contemplated by the Merger.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns to Assignee Assignor’s entire right, title, and interest in and to the Transferred Intellectual Property including, without limitation, all goodwill appurtenant thereto, the right of priority to file and prosecute patent applications in any and all jurisdictions throughout the world with respect to the patentable subject matter included in the Transferred Intellectual Property. The foregoing assignment includes all claims, actions, rights, and demands to the extent arising from the Transferred Intellectual Property, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including the right to collect and retain all proceeds and damages therefrom. To the full extent permissible under applicable law, Assignor hereby irrevocably and unconditionally assigns to Assignee and waives and agrees never to assert or enforce any moral rights in or with respect to any and all of the Transferred Intellectual Property that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of moral rights.

2. **Further Assurances.** Upon request by Assignee at any time, Assignor shall cooperate with Assignee and execute all documents and instruments and do all other things deemed necessary or useful by Assignee in connection with the assignment of the Transferred Intellectual Property.

3. **Delivery of Transferred Intellectual Property Documents.** Not later than five (5) days following the Effective Date, Assignor shall deliver to Assignee all Transferred Intellectual Property Documents to the extent not already in Assignee’s possession. For purposes of this Agreement, “**Transferred Intellectual Property Documents**” means all documents, records, and files in the possession or control of Assignor or their counsel or agents relating to the Transferred Intellectual Property, including, without limitation: (i) original patent or trademark applications for the Transferred Intellectual Property; (ii) complete prosecution files and docketing reports, including materials filed or prepared for the purpose of being filed with the United States Patent and Trademark Office or similar authority in any other jurisdiction; (iii) originals of all assignment agreements in its possession relating to the Transferred Intellectual Property; (iv) copies of laboratory notebooks, documents, records, and files relating to the conception or reduction to practice of the claims made in the Transferred Intellectual

Property; (v) copies of documents, records, and files relating to any marking activities or to the assertion, licensing, enforcement or defense of the Transferred Intellectual Property; and (vi) copies of any other materials or information in the possession or control of, or known to, Assignor, its counsel, or agents that is reasonably likely to be required to be produced in any litigation to enforce the Transferred Intellectual Property; but with respect to all of the foregoing, specifically excluding any attorney-client or work-product privileged information.

4. **Recordation.** Upon request by Assignee, Assignor shall deliver to Assignee duly-executed short-form assignments in such form as may be provided by recipient with respect to the patents, registered trademarks, registered copyrights, and applications for any of the foregoing included in the Transferred Intellectual Property.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the Effective Date.

ASSIGNOR:

C.E.I.N.Y. CORP.,

A New York corporation

By: Robert Schaeffer

Name: Robert Schaeffer

Title: President

ASSIGNEE:

PRECISION ELEVATOR CORP.,

A New York corporation

By: Robert Schaeffer

Name: Robert Schaeffer

Title: Senior Vice President

Exhibit A

Transferred Intellectual Property

Registered Trademarks

Mark	Country	Owner	Filing Date	Serial No.	Reg Date	Reg No.	Status
CONSOLIDATED ELEVATOR	US	C.E.I.N.Y. Corp.	26-JAN-2008	77381339	26-AUG-2008	3492297	Registered