

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM807985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RJS Tech, LLC		04/24/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Watertite Products, Inc.		
Street Address:	500 Distribution Parkway		
City:	Collierville		
State/Country:	TENNESSEE		
Postal Code:	38017		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6807746	SETFAST	
CORRESPONDENCE DATA			
Fax Number:	7137582346		
<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:	7137582305		
Email:	ccclayden@velaw.com		
Correspondent Name:	VINSON & ELKINS L.L.P.		
Address Line 1:	845 Texas Avenue		
Address Line 2:	Suite 4700		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Rajesh D. Patel		
SIGNATURE:	/Rajesh D. Patel/		
DATE SIGNED:	05/04/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of April 24, 2023 (the “Effective Date”), by and between RJS Tech, LLC, a Delaware corporation having an address at 19 Hobby Street, Pleasantville, New York 10570, (the “Assignor”) and Watertite Products, Inc., a California Corporation having an address at 500 Distribution Parkway, Collierville, TN 38017 (“Assignee” and, together with Assignor, the “Parties”).

WHEREAS, Raymond Serret and RJS Tech, LLC have entered into that certain Intellectual Property Assignment Agreement, dated April 24, 2023 under which Raymond Serret assigned certain Intellectual Property conceived, invented, reduced to practice, authored or otherwise created by him or on behalf of RJS Tech, LLC or that is related to RJS Tech, LLC’s business to RJS Tech, LLC;

WHEREAS, Assignor, Assignee and Raymond Serret and Patricia Serret, have entered into that certain Asset Purchase Agreement, dated April 24, 2023 (the “Purchase Agreement”), pursuant to which the Assignor has agreed to sell, and Assignee to purchase, all Seller Intellectual Property, including the Patents, Marks and Copyrights listed on Schedule 1 hereto (collectively, the “Assigned Intellectual Property”);

WHEREAS, the Parties desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery of this instrument evidencing the transfer of the Assigned Intellectual Property.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, terms and conditions set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein or below shall have the meanings ascribed to such terms in the Purchase Agreement:

a. “Intellectual Property” means all intellectual property rights arising from or associated with the following, whether protected, created or arising under the laws of the United States or any Governmental Authority or other jurisdiction: (i) trade names, trademarks and service marks, logos, symbols, domain names and other Internet addresses or identifiers, trade dress and other indicia of origin all registrations and applications for all of the foregoing and all goodwill associated therewith (collectively, “Marks”); (ii) patents and patent applications, and all extensions, divisions, continuations, continuations-in-part, reexaminations, and reissues thereof (collectively, “Patents”); (iii) published and unpublished works of authorship, copyrights therein and thereto, and all registrations and applications for all of the foregoing (collectively, “Copyrights”); (iv) trade secrets, know-how, inventions, methods, processes and processing instructions, technical data, software, computer code, specifications, research and development information, technology including rights and licenses, business plans, forecasts, product roadmaps, customer lists and any other information, in each case to the extent any of the foregoing derives economic

value (actual or potential) from not being generally known to other Persons who can obtain economic value from its disclosure or use, excluding any Copyrights or Patents that may cover or protect any of the foregoing (collectively, "Trade Secrets"); (v) accounts with Twitter, Facebook, Instagram, Yelp and all other social media platforms and the content found thereon and related thereto; and (vi) moral rights, publicity rights, data base rights and any other proprietary or intellectual property rights of any kind or nature that do not comprise or are not protected by Marks, Patents, Copyrights or Trade Secrets.

b. "Seller Intellectual Property" means all Intellectual Property owned (in whole or in part) by or licensed to Assignor that is related to, used or held for use in connection with the business of Assignor.

2. Assignment. Effective as of the Effective Date, Assignor hereby absolutely, unconditionally and irrevocably assigns, transfers, sells, conveys, grants and delivers unto Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest and good and marketable title in and to the Assigned Intellectual Property, together the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Assigned Intellectual Property, including the goodwill of the businesses connected to the use of any of the Assigned Intellectual Property, in all cases free and clear of all Encumbrances, the same to be held and enjoyed by Assignee, its and its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by Assignor if this sale had not been made.

3. Absolute Conveyance. The conveyance of the Assigned Intellectual Property hereunder is an absolute transfer to Assignee.

4. Further Actions. After the Effective Date, the Parties shall execute and deliver such other certificates, agreements, conveyances and other documents, and take such other action, as may be reasonably requested by the other Party in order to complete the sale, assignment, transfer and conveyance to Assignee of all of the right, title and interest of Assignor in, to and under the Assigned Intellectual Property hereby sold, assigned, transferred or conveyed, or intended so to be. Specifically, as to Assignor, Assignor hereby covenants and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Assigned Intellectual Property) known to Assignor with respect to the Assigned Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Assigned Intellectual Property and in enjoying the full benefits thereof. Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause Assignor to perform any of Assignor's obligations set forth in this Agreement.

5. Purchase Agreement. This Agreement is delivered pursuant to the Purchase

Agreement, and is subject to all of the representations, warranties, covenants and agreements set forth in the Purchase Agreement. In the event of any inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and shall supersede this Assignment in all respects.

6. No Third Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or shall be construed to or shall confer upon any person other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Assignment.

7. Binding Effect; Assignment. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

8. Governing Law. This Assignment and any action arising from or relating to this Assignment, any relief or remedies sought by any Parties hereto and thereto and the rights and obligations of the Parties hereunder and thereunder shall be governed by and construed and enforced in accordance with the substantive laws of the State of New York, without regard to the conflicts of law provisions thereof that would cause the laws of any other jurisdiction to apply.

9. Dispute Resolution. The Parties hereto agree that any dispute arising from or relating to this Assignment or the subject matter hereof shall be resolved in accordance with, and subject to, Section 7.9 (Exclusive Jurisdiction) of the Purchase Agreement.

10. Counterparts. This Assignment may be executed in several counterparts (including by facsimile or other electronic means), each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows.]

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

ASSIGNOR:

RJS TECH, LLC

By: 

Name: Raymond Serret

Title: CEO

ASSIGNEE:

WATERITE PRODUCTS, INC.

By: _____

Name: Nick Cassella

Title: President

[Signature Page to Intellectual Property Assignment Agreement]

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


ASSIGNOR:

RJS TECH, LLC

By: _____
Name: Raymond Serret
Title: CEO

ASSIGNEE:

WATERTITE PRODUCTS, INC.

By:  _____
Name: Nick Cassella
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

Schedule 1**Assigned Intellectual Property****(1) Patents**

Country	Application No. / Patent No.	Filing Date / Issue Date	Title	Owner	Status
U.S.	11/779,591 / 7,743,435	07/18/2007 / 06/29/2010	Self Adjusting Toilet Bolt Assembly for Connecting a Toilet Bowl to a Closet Flange	RJS Tech, LLC	Active
U.S.	29/358,746 / D628,866	03/31/2010 / 12/14/2010	Threaded Bolt Tool	RJS Tech, LLC	Active
U.S.	29/378,664 / D642,027	11/08/2010 / 07/26/2011	Threaded Bolt Tool	RJS Tech, LLC	Active
U.S.	29/394,741 / D672,625	06/21/2011 / 12/18/2012	Threaded Bolt Tool	RJS Tech, LLC	Active
U.S.	29/703,382 / D903,447	08/27/2019 / 12/01/2020	Progressive Tooth Wrench	RJS Tech, LLC	Active
U.S.	29/761310	12/08/2020	Threaded Bolt Tool	RJS Tech, LLC	Not Granted
China	202130301224.7 / ZL202130301224.7	05/19/2021 / 09/03/2021	Threaded Bolt Tool	RJS Tech, LLC	Active

(2) Logos/Trademarks

Country	Mark	Serial No. / Reg. No.	Filing Date / Reg. Date	Record Owner	Status
U.S.	SETFAST	90833401/ 6,807,746	07/16/2021 / 08/02/2022	RJS Tech, LLC	Registered

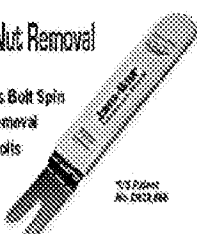
China	JAM BAR	56639226 / 56639226	06/03/2021 / 12/14/2021	RJS Tech, LLC	Registered
China	SETFAST	56632958	06/03/2021	RJS Tech, LLC	Abandoned

(3) Copyrights

Jam-Bar


Part No. 533831

Hold Back For Easy Nut Removal



- § Patented "V" Blade Stops Bolt Spin
- § Simplifies Toilet & Tank Removal
- § Grips Both 1/4" & 5/16" Bolts
- § High Quality Tool Steel
- § Easy Grip Handle

US Patent No. 6,822,698



Stop bolt spin during toilet removal with the one and only Jam-Bar lock wrench. Unlike conventional tools the fine blade design easily slips in between the nut and grabs the bolt.

The patented "Micro Teeth" blade locks the bolt in place as you work off the nut. The more the bolt tries to spin, the tighter the grip becomes on both 1/4" & 5/16" bolts.

This innovative tool can also be used in between the tank and bowl when removing tank bolts. Save time & money and purchase in your tool box today!

Tool No. 533831

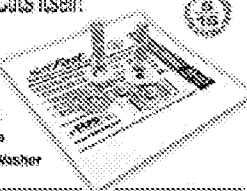
Correctly adjust 22 pump line system only. Not an approved toilet.

Toilet Bolt Lock Wrench
Plumbing Made Easy


SetFast

Part No. 532443
532890

The Bolt That Cuts Itself!



- § Self Adjusting
- § No Spin Base
- § No Tip Wear
- § Large Acorn Nut
- § 5/16" Solid Brass
- § Stainless Steel Washer



The patented first to adjust toilet bolt that requires no cutting. Professional grade 5/16" solid brass construction. Patented features include "Self Adjusting Length", "No Tip" nylon washer and "No Spin" design.

Installs like a regular toilet but automatically adjusts the no spin, self adjusting length and when the lock set shape is achieved. Avoid the spin that causes bolt rust, installation and removal. Available in two sizes.

Set Features:

532443 - 1/4" x 5/16" Standard Length - 14 inch


532890 - 5/16" x 5/16" Standard Length - 14 inch

1/4" x 5/16" x 14" - 1/4" x 5/16" x 14" - 1/4" x 5/16" x 14"


1/4" x 5/16" x 14" - 1/4" x 5/16" x 14" - 1/4" x 5/16" x 14"

US Patent No. 7,222,422

No Cut Clean Bolt
Plumbing Made Easy



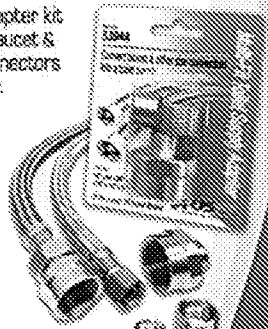
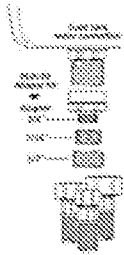
RJS Tech, LLC
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No toilet supply...No problem!

Multi-Fit toilet adapter kit lets you convert faucet & other braided connectors into a toilet supply.



Part No. 534934

Kit includes faucet & other adapter & connections
Sinks/Basins • Lavatories • Kitchen Sinks

RJS Tech
RJS Tech
www.rjstechllc.com

NEW PRODUCT

(4) Domain Names

- Rjstechllc.com
- Rjstechproducts.com
- Setfastbolt.com