

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORFIELD INC.		02/01/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NORFIELD ACQUISITION, LLC		
Street Address:	530 Fifth Ave.		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1288655	NORFIELD	
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:	2168770300		
Email:	jyirga@wattslaw.com		
Correspondent Name:	JOHN A. YIRGA		
Address Line 1:	2337 W. 11th Street		
Address Line 2:	Suite 2		
Address Line 4:	CLEVELAND, OHIO 44113		
NAME OF SUBMITTER:	JOHN A. YIRGA		
SIGNATURE:	/JOHN A. YIRGA/		
DATE SIGNED:	06/27/2023		
Total Attachments: 7			
source=TAB.21#page1.tif			
source=TAB.21#page2.tif			
source=TAB.21#page3.tif			
source=TAB.21#page4.tif			

OP \$40.00 1288655

source=TAB.21#page5.tif

source=TAB.21#page6.tif

source=TAB.21#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is made and entered into as of this 1st day of February, 2021, by and between Norfield Inc., a California corporation ("Assignor"), and Norfield Acquisition, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), by and among the Assignor, Assignee, Mark W. Breault, Julie M. Breault, Samuel Breault, and Jack Breault, pursuant to which, Assignor has conveyed, transferred, and assigned to the Assignee, among other assets, all Intellectual Property of the Assignor, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office and any corresponding entities or agencies in any applicable jurisdictions.

B. NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations, warranties and agreements contained herein and in the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to all Intellectual Property owned or purported to be owned by Assignor, including the following (collectively, 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) the domain names set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized thereby;

(c) 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;

(d) 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

(e) 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.

3. Recordation and Further Actions. Assignor 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 Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

4. 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 the parties hereto 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.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. 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.

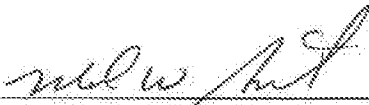
7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first written above.

ASSIGNOR:

Norfield Inc.,
a California corporation
422 Otterson Dr
Chico CA 95928

By:  _____

Name: Mark W. Breault
Title: President

ASSIGNEE:

Norfield Acquisition, LLC,
a Delaware limited liability
c/o The Beekman Group LLC
530 Fifth Avenue, 23rd Floor
New York, NY 10036

By: _____

Name: William Weaver
Title: President

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first written above.


ASSIGNOR:

Norfield Inc.,
a California corporation
422 Otterson Dr
Chico CA 95928

By: _____
Name: Mark W. Breault
Title: President

ASSIGNEE:

Norfield Acquisition, LLC,
a Delaware limited liability
c/o The Beekman Group LLC
530 Fifth Avenue, 23rd Floor
New York, NY 10036

By:  _____
Name: William Weaver
Title: President

Schedule 1

Trademark Applications and Registrations

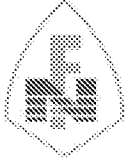
Mark	App/Date	Reg/Date	Goods/Services
NORFIELD	73363111 May 5, 1982	1288655 Aug. 7, 1984	IC 7. door and jamb machines, window cutting machines, power saws, routing machines, stitching machines, mortising machines, and parts therefor.

Common Law Marks

- NORFIELD



-



-

- NORFIELD INNOVATIVE DOOR SOLUTIONS

[Signature Page to Intellectual Property Assignment Agreement]

Schedule 2

Domains and Social Media Accounts

Domain Name	Expiration Date	Registrar	Registrant/Owner
doorhardwaresupply.net	05/06/2021	Domain.com, LLC	Norfield Inc
doormachines.com	02/10/2021	Domain.com, LLC	Norfield Inc.
doormachines.net	02/10/2021	Domain.com, LLC	Norfield Inc.
doorproducts.com	02/10/2021	Domain.com, LLC	Norfield Inc.
doorproducts.net	02/10/2021	Domain.com, LLC	Norfield Inc.
doorshop.com	02/10/2021	Domain.com, LLC	Norfield Inc.
doorshopequipment.com	09/06/2021	Domain.com, LLC	Norfield Inc.
doortool.com	02/10/2021	Domain.com, LLC	Norfield Inc.
doortools.com	02/10/2021	Domain.com, LLC	Norfield Inc.
multi-pointlocks.net	05/06/2021	Domain.com, LLC	Norfield Inc.
multi-pointdoorlock.com	05/06/2021	Domain.com, LLC	Norfield Inc.
multi-pointdoorlock.net	05/06/2021	Domain.com, LLC	Norfield Inc.
multi-pointlock.com	05/06/2021	Domain.com, LLC	Norfield Inc.
multi-pointlock.net	05/06/2021	Domain.com, LLC	Norfield Inc.
multipointdoorlock.com	05/06/2021	Domain.com, LLC	Norfield Inc.
multipointdoorlock.net	05/06/2021	Domain.com, LLC	Norfield Inc.
multipointlock.net	05/06/2021	Domain.com, LLC	Norfield Inc.
multipointlockdirect.com	05/06/2021	Domain.com, LLC	Norfield Inc.
myuseddoormachine.com	05/06/2021	Domain.com, LLC	Norfield Inc.
myuseddoormachinery.com	05/06/2021	Domain.com, LLC	Norfield Inc.
myuseddoormachines.com	05/06/2021	Domain.com, LLC	Norfield Inc.
norfield.com	02/10/2021	Domain.com, LLC	Norfield Inc
norfield.net	02/09/2021	Domain.com, LLC	Norfield Inc.
norfieldindustries.com	02/10/2021	Domain.com, LLC	Norfield Inc.
norfieldindustries.net	02/10/2021	Domain.com, LLC	Norfield Inc.
norfieldstore.com	02/09/2021	Domain.com, LLC	Norfield Inc.
norfieldstore.net	02/10/2021	Domain.com, LLC	Norfield Inc.
prehanging.com	07/06/2021	Domain.com, LLC	Norfield Inc.
prehangingdoor.com	07/06/2021	Domain.com, LLC	Norfield Inc.
prehangingdoors.com	07/06/2021	Domain.com, LLC	Norfield Inc.
usedprehangingmachinery.com	07/06/2021	Domain.com, LLC	Norfield Inc.
Virutexparts.com	1/21/2021	TUCOWS, Inc.	Norfield Inc.

[Signature Page to Intellectual Property Assignment Agreement]

Social Media Accounts or User Names (including “handles”) Associated Web Addresses, URLs, Websites and Web Pages

Account	Platform	Account Main Page
Norfield Industries	LinkedIn	https://www.linkedin.com/company/norfield-industries/
Norfield LLC	Youtube	https://www.youtube.com/channel/UCIbv8OUKeLXWnL8NYIYSJtA
Norfield	Facebook	https://www.facebook.com/pages/category/Commercial---Industrial-Equipment-Supplier/Norfield-193321104632/

[Signature Page to Intellectual Property Assignment Agreement]

56149649;1