

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INSCAPE CORPORATION		05/17/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bay Product Development, LLC		
Street Address:	4399 S Broadway		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80113		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	90040121	INSCAPE SYSTEMX	
Serial Number:	88861299	OFFICE SPECIALTY	
Serial Number:	74639139	OFFICE SPECIALTY	
Serial Number:	78407234	INSCAPE	
Serial Number:	77563001	NUFORM	
Serial Number:	75687754	INSCAPE	
Serial Number:	88193463	SKYROCKIT	
Serial Number:	74430364	PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	2139292525		
<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:	213.929.2500		
Email:	tmdocket@swlaw.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	One East Washington Street		
Address Line 2:	Suite 2700		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	68727.00003		
NAME OF SUBMITTER:	Dax Alvarez		

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SIGNATURE:	/Dax Alvarez/
DATE SIGNED:	07/17/2023
Total Attachments: 7 source=68727.00003 - Assignment - Fully Executed#page1.tif source=68727.00003 - Assignment - Fully Executed#page2.tif source=68727.00003 - Assignment - Fully Executed#page3.tif source=68727.00003 - Assignment - Fully Executed#page4.tif source=68727.00003 - Assignment - Fully Executed#page5.tif source=68727.00003 - Assignment - Fully Executed#page6.tif source=68727.00003 - Assignment - Fully Executed#page7.tif	

EXHIBIT B
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), dated as of May 17, 2023, is entered into by and among Inscope Corporation (the “**Seller**”), as seller, and Bay Product Development, LLC (the “**Buyer**”), as buyer of certain assets of the Seller pursuant to the Asset Purchase Agreement dated on or about the date (the “**Asset Purchase Agreement**”).

WHEREAS pursuant to the terms of the Asset Purchase Agreement, the Seller has conveyed, transferred, and assigned to the Buyer, among other assets, certain intellectual property of the Seller, and has agreed to execute and deliver this IP Assignment, for filing with the Office of the Registrar of Trademark, the Patent Office at the Canadian Intellectual Property Office (“**CIPO**”), and such other governmental authorities as may be necessary or desirable.

NOW THEREFORE, the Seller agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably conveys, transfers, and assigns to the Buyer, and the Buyer hereby accepts, all of the Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

- (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);
- (b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business and the goods and services connected with the use of, and symbolized by, the Trademarks;
- (c) all rights of any kind whatsoever of the Seller 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, depreciation of goodwill, 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. Registration and Further Actions. The Seller hereby authorizes the Commissioner for the CIPO, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by the Buyer. Following the date hereof, upon the Buyer’s reasonable request, and at the Buyer’s sole cost and expense, the Seller shall take such steps and actions, and provide such cooperation and assistance to the Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to the Buyer, or any assignee or successor thereto.

3. 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 Seller and the Buyer 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.

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

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 federal laws of Canada and the laws of the Province of Ontario, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario 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, email, 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

INSCAPE CORPORATION

By: 

Name: Eric Ehgoetz

Title: Chief Executive Officer

BUYER:

BAY PRODUCT DEVELOPMENT, LLC

By: 

Name: Kyle Schneider

Title: President

**SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS**

Patents

Country	Serial No.	Filing Date	Patent No.	Issue Date	Title	Applicant	Assignee
CA	2809469	14-Mar-13	2809469	16-Jul-19	Table Leg Assembly	INSCAPE CORPORATION	
CA	3042417	14-Mar-13	3042417	23-Feb-21	Table Leg Assembly	INSCAPE CORPORATION	
US	11/524307	21-Sep-06	7735939	15-Jun-10	Stacked Cabinet Structure With Intermediate Raceway	PARSHAD, David; WORONECKI, Peter and LIU, Ivan	INSCAPE CORPORATION
US	11/889847	16-Aug-07	7784886	31-Aug-10	Filing Cabinet With a Locking System	ASHBY, Kevin; PARSHAD, David and LIU, Ivan	INSCAPE CORPORATION
US	12/457302	05-Jun-09	7975445	12-Jul-11	Office Partition System	PARSHAD, David; WORONECKI, Peter and LIU, Ivan	INSCAPE CORPORATION
US	13/373058	04-Nov-11	8387314	05-Mar-13	Electrified Lockable Double Sided Storage Cabinet	PARSHAD, David; EDWARDS, John and WORONECKI, Peter	INSCAPE CORPORATION
US	13/373084	04-Nov-11	8534021	17-Sep-13	Variable Width Modular Office Furniture Partition	LIU, Ivan; PARSHAD, David and WORNECKI, Peter	INSCAPE CORPORATION
US	13/834375	15-Mar-13	8875637	04-Nov-14	Table Access Door	SHERMAN, John D.; PARSHAD, David and LIU, Ivan	INSCAPE CORPORATION
US	13/834489	15-Mar-13	9119466	01-Sep-15	Table Leg Assembly	PARSHAD, David	INSCAPE CORPORATION
US	14/806934	23-Jul-15	9375082	28-Jun-16	Table Leg Assembly and Hook	PARSHAD, David	INSCAPE CORPORATION
US	15/894369	12-Feb-18	10383435	20-Aug-19	Deskng Arrangement	LUNDBERG, Olie	
US	15/992886	30-May-18	10669711	02-Jun-20	Connector for Lightweight Office Partition	PARSHAD, David	

Patent Applications

Country	Serial No.	Filing Date	Title	Applicant
CA	3000375	05-Apr-18	Deskling Arrangement	INSCAPE CORPORATION

**SCHEDULE 2
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark Registrations

Country	Trademark	Serial No.	Filing Date	Reg Date	Reg No.	Registrant
CA	S DESIGN	410102	27-Apr-77	01-Jun-79	TMA233475	INSCAPE CORPORATION
CA	STORWAL	412395	23-Jun-77	25-May-79	TMA233317	INSCAPE CORPORATION
CA	PLATFORM	733474	22-Jul-93	19-Apr-96	TMA456530	INSCAPE CORPORATION
CA	FILESPEC	765589	06-Oct-94	22-Mar-96	TMA455947	INSCAPE CORPORATION
CA	NUFORM	797429	14-Nov-95	01-Nov-96	TMA465651	INSCAPE CORPORATION
CA	ARCUS	880133	02-Jun-98	04-Aug-99	TMA513944	INSCAPE CORPORATION
CA	OSMOSYS	1003121	26-Jan-99	21-Jan-03	TMA574139	INSCAPE CORPORATION
CA	INSCAPE	1011526	12-Apr-99	16-May-01	TMA545239	INSCAPE CORPORATION
CA	TWIN-BIN	1179062	26-May-03	20-Mar-06	TMA660942	INSCAPE CORPORATION
CA	INSCAPE	1234973	25-Oct-04	31-Jan-06	TMA657670	INSCAPE CORPORATION
CA	FREEFORM	1293702	14-Mar-06	14-Jun-07	TMA689807	INSCAPE CORPORATION
CA	SCALA	1390965	11-Apr-08	04-May-11	TMA796590	INSCAPE CORPORATION
CA	PLANNA	1394228	05-May-08	25-May-11	TMA798489	INSCAPE CORPORATION
CA	INSCAPE TISCH	1439850	29-May-09	20-Jun-11	TMA800283	INSCAPE CORPORATION
CA	THE WAY YOU IMAGINE	1467011	26-Jan-10	22-Dec-10	TMA785819	INSCAPE CORPORATION
CA	INFIVE	1522826	07-Apr-11	02-Apr-14	TMA874773	INSCAPE CORPORATION
CA	ROCKIT	1899408	16-May-18	22-Dec-20	TMA1090334	INSCAPE CORPORATION
CA	SKYROCKIT	1923193	02-Oct-18	22-Jun-21	TMA1102528	INSCAPE CORPORATION
CT	INSCAPE	1187319	24-May-99	24-May-99	1187319	INSCAPE CORPORATION
GB	STORWAL	1339646	25-Mar-88	19-Apr-89	1339646	INSCAPE CORPORATION

GB	S DESIGN & OFFICE SPECIALTY	2054334	29-Jan-96	29-Jan-96	2054334	INSCAPE CORPORATION
MX	INSCAPE (CLASS 20)	392815	29-Sep-99	29-Sep-99	664177	INSCAPE CORPORATION
US	ARRIVALS	78/891658	24-May-06	01-Dec-09	3720198	INSCAPE CORPORATION
US	INSCAPE	75/687754	21-Apr-99	28-Aug-01	2483175	INSCAPE CORPORATION
US	S DESIGN & OFFICE SPECIALTY	74/639139	27-Feb-95	16-Jan-96	1949040	INSCAPE CORPORATION
US	NUFORM	77/563001	05-Sep-08	20-Sep-11	4027389	INSCAPE CORPORATION
US	TWIN-BIN	76/521473	09-Jun-03	01-Nov-05	3011796	INSCAPE CORPORATION
US	PLANNA	77/483393	26-May-08	08-Jun-10	3800146	INSCAPE CORPORATION
US	PLATFORM	74/430364	27-Aug-93	14-Oct-97	2105633	INSCAPE CORPORATION
US	INSCAPE	78/407234	23-Apr-04	02-May-06	3088511	INSCAPE CORPORATION
US	STORWAL	73/133807	13-Jul-77	11-Apr-78	1089212	INSCAPE CORPORATION

Trademark Applications

Country	Trademark	Serial No.	Filing Date	Applicant
CA	2Stor	1976213	14-Jun-19	INSCAPE CORPORATION
CA	OFFICE SPECIALTY	2008041	24-Jan-20	INSCAPE CORPORATION
CA	Inscape SystemX	2016575	10-Mar-20	INSCAPE CORPORATION
US	SKYROCKIT	88/193463	14-Nov-18	INSCAPE CORPORATION
US	2Stor	88/600524	30-Aug-19	INSCAPE CORPORATION
US	OFFICE SPECIALTY	88/861299	06-Apr-20	INSCAPE CORPORATION
US	Inscape SystemX	90/040121	07-Jul-20	INSCAPE CORPORATION