

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM838608

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Simtec, Inc. f/k/a Simtec, LLC		04/20/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	All33, Inc.		
<b>Street Address:</b>	269 C SOUTH MAIN STREET		
<b>City:</b>	Providence		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02903		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5428622	SIT IN MOTION	
<b>Registration Number:</b>	5973946	ATHLETIC SITTING	
<b>Registration Number:</b>	5945872	ALL33	
<b>Registration Number:</b>	5945873	ALL33	
<b>Serial Number:</b>	88851096	BACKSTRONG	
<b>Registration Number:</b>	6302902	SOOTHE & MOVE	
<b>Serial Number:</b>	90181976	IF YOU GOTTA SIT, THIS IS IT.	
<b>Registration Number:</b>	6769133	FREEDOM THROUGH MOVEMENT	
<b>Serial Number:</b>	90877366	AXION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7324769043		
<b>Email:</b>	Mehak@legalscale.com		
<b>Correspondent Name:</b>	MEHAK RASHID		
<b>Address Line 1:</b>	2 PARK AVE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	2117416 TM		

OP \$240.00 5428622

<b>NAME OF SUBMITTER:</b>	Dominique Powell
<b>SIGNATURE:</b>	/Dominique Powell/
<b>DATE SIGNED:</b>	09/12/2023
<b>Total Attachments: 11</b> source=Fully Executed - All33 Inc. Assignment of Intellectual Property[72][68]#page1.tif source=Fully Executed - All33 Inc. Assignment of Intellectual Property[72][68]#page2.tif source=Fully Executed - All33 Inc. Assignment of Intellectual Property[72][68]#page3.tif source=Fully Executed - All33 Inc. Assignment of Intellectual Property[72][68]#page4.tif source=Fully Executed - All33 Inc. Assignment of Intellectual Property[72][68]#page5.tif source=Fully Executed - All33 Inc. Assignment of Intellectual Property[72][68]#page6.tif source=Fully Executed - All33 Inc. Assignment of Intellectual Property[72][68]#page7.tif source=Fully Executed - All33 Inc. Assignment of Intellectual Property[72][68]#page8.tif source=Fully Executed - All33 Inc. Assignment of Intellectual Property[72][68]#page9.tif source=Fully Executed - All33 Inc. Assignment of Intellectual Property[72][68]#page10.tif source=Fully Executed - All33 Inc. Assignment of Intellectual Property[72][68]#page11.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this “Assignment of IP Agreement”) is made on and effective as of April 20, 2023 (the “Effective Date”) by and between Simtec, Inc. f/k/a Simtec, LLC (the “Assignor”), and All33, Inc. (the “Assignee”) and Upper90 Capital Management, LP, as administrative agent for itself and any other lender secured parties (collectively, the “Secured Seller Party”).

WHEREAS, the Secured Seller Party (and the other Lenders) extended loans and provided financial accommodations to the Assignor pursuant to and in accordance with the terms and conditions of (i) that certain Credit, Guaranty and Security Agreement, dated as of January 15, 2021, between Simtec, Inc. f/k/a Simtec LLC, a Delaware corporation (the “Company”) and the Secured Party Seller, as same may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the “Credit and Security Agreement”; (ii) that certain Patent and Trademark Security Agreement, dated as of January 15, 2021, between the Company and the Secured Party Seller, as same may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time (the “IP Security Agreement”); and (iii) all agreements, documents and instruments at any time executed and/or delivered in connection therewith or related thereto to the Credit and Security Agreement and the IP Security Agreement (collectively, the “Loan Documents”);

WHEREAS, as of the date hereof, the Secured Party Seller holds valid and enforceable security interests and liens on the Purchased Assets (as defined in the Secured Party Bill of Sale (as defined below)) to secure payment and satisfaction of the Secured Party Seller’s claims against the Assignor under the Credit Agreement and the Financing Documents;

WHEREAS, the Assignor is in default of its obligations under the Loan Documents and, as a result of such defaults, the Secured Party Seller exercised its remedies under the Credit Agreement and the Loan Documents and applicable law, to foreclose its security interest upon and sell the Purchased Assets to Assignee under the Secured Party Bill of Sale;

WHEREAS, the Secured Party Seller, the Assignee and the Assignor are parties to that certain Secured Party Bill of Sale, Assumption and Assignment Agreement, effective as of April 20, 2023 (the “Secured Party Bill of Sale”), pursuant to which, among other things, the Secured Party Seller sold to the Assignee, free and clear of the Secured Party Seller’s and all and any pledge, lien, security interest or other encumbrance (other than made in favor of Secured Party Seller) in a private sale conducted under Sections 9-609 through 9-619 of the Uniform Commercial Code as in effect on the date of such sale in the State of New York (the “Secured Party Seller Sale”), the Assignor’s right, title, and interest in the Purchased Assets, which includes all Intellectual Property Rights (as defined below) owned by the respective Assignor (collectively, the “IP”), including, but not limited to all of Assignor’s right, title, and interest in and to (i) the U.S. and non U.S. trademarks, trademark registrations, and trademark applications set forth in Schedule A attached hereto, along with all associated goodwill and the portions of the Assignor’s business to which such marks pertain, (ii) the U.S. and non U.S. patents, patent applications, and patent rights set forth in Schedule B attached hereto, and (iii) the domain names (collectively, “Domain Names”) and social media identifiers (collectively, “Social Media Identifiers”) set forth in

Schedule C hereto, together with all of Assignor's copyright rights in and to the content uploaded or posted to the websites accessible via the Domain Names and all of Assignor's copyright rights in and to the content uploaded or posted to the social media sites, channels, pages, groups, blogs, and lists associated with the Social Media Identifiers, and all associated follower, subscriber and contact lists;

WHEREAS, for purposes of this Assignment of IP Agreement, "Intellectual Property Rights" means any and intellectual property rights in any jurisdiction throughout the world, by whatever name or terms known or designated, whether arising by operation of law, contract or otherwise, including: (a) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those identified in the Loan Documents, and (b) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein; (b) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including, without limitation, those identified in the Loan Documents, (c) all goodwill associated therewith or symbolized thereby and (d) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable United States federal law; and

WHEREAS, consistent with the Secured Party Seller Sale and pursuant to the Secured Party Bill of Sale, the Assignor has agreed to deliver this Assignment of IP Agreement to the Assignee, assigning to the Assignee all of the Assignor's rights, title, and interest in and to the IP.

NOW, THEREFORE, pursuant to the Secured Party Bill of Sale and in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Unless expressly noted otherwise, capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Secured Party Bill of Sale. The foregoing recitals are incorporated herein as representations and warranties and made a part of this Assignment of IP Agreement.

2. Assignment. Assignor hereby irrevocably sells, transfers, assigns, conveys, and delivers to Assignee all right, title and interest in and to the IP, including all other corresponding

rights related to the IP that are or may be hereafter secured under the laws of any country, now or hereafter in effect, and all rights of action and remedies for past, present, and future infringements of the IP, the same to be held and fully enjoyed by Assignee, its successors, assigns, and other legal representatives.

3. Recordation and Further Actions. The Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment of IP Agreement upon request by the Assignee. Following the date hereof, upon the Assignee's reasonable request, and at the Assignee's sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the 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 reasonably necessary to effect, evidence, or perfect the assignment of the IP assets to the Assignee, or any assignee or successor thereto. Such assistance shall include, but not be limited to, effectuating the transfer of the possession and control of the Domain Names and Social Media Identifiers to Assignee with the registrars of the applicable Domain Names and the owners of the applicable social media platforms, and taking any steps and completing any documents, forms, or information requests that may be required by each such registrar or platform owner.

4. Terms of the Secured Party Bill of Sale. The express terms of the Secured Party Bill of Sale are incorporated herein by this reference. The Assignor and the Assignee acknowledge and agree that the express representations, warranties, covenants and agreements contained in the Secured Party Bill of Sale 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 Secured Party Bill of Sale and the terms hereof, the terms of the Secured Party Bill of Sale shall govern.

5. Assignor Representations and Warranties. Except to the extent as set forth in the Secured Party Bill of Sale, the Assignor specifically disclaims (and Assignee expressly agrees that the Assignor is not making or giving) any covenant, undertaking, representation or warranty, express or implied, in connection with the Assignor's sale and assignment of the IP, or any other matter relating thereto, and that such sale and assignment is without recourse to the Assignor, is made on an "AS IS, WHERE IS" basis, and is made without any representations or warranties, express or implied, as to ownership, title, condition or any other matters whatsoever.

6. Counterparts. This Assignment of 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 Assignment of IP Agreement 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 Assignment of IP Agreement.

7. Governing Law. This Assignment of IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Assignment of 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 New

York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of IP Agreement as of the Effective Date.

**ASSIGNEE:**

**ALL33, INC.**

By: DocuSigned by:  
William Geist  
99D889E79D8241C  
Name: William Geist  
Title: Authorized Signatory

**ASSIGNOR:**

**SIMTEC, INC. f/k/a SIMTEC, LLC**

By: Craig J. Salt  
Name: Craig J. Salt  
Title: President

**SECURED PARTY SELLER:**

**UPPER90 CAPITAL MANAGEMENT, LP**

By: DocuSigned by:  
William Geist  
99D889E79D8241C  
Name: William Geist  
Title: Authorized Signatory

[Signature Page to IP Assignment]

## SCHEDULE A

### Trademarks

Specifically, the Section (f) General Intangibles include, ***but are not limited to*** the following:

Country	Mark	Type of Mark	Official No.	App. No.	App. Date	Reg. No.	Reg. Date
United States	SIT IN MOTION		5428622	86/177153	1/28/2014	5428622	3/20/2018
United States	ATHLETIC SITTING		5973946	88/228594	12/13/2018	5973946	1/28/2020
United States	ALL33	Word Mark	5945872	88/228628	12/13/2018	5945872	12/24/2019
United States	ALL33 (stylized)	Stylized (Stylised)	5945873	88/228658	12/13/2018	5945873	12/24/2019
Australia	ALL33	Word Mark	1446781	1986310	12/27/2018	1446781	8/16/2019
China	ALL33	Word Mark	1446781	1446781	12/27/2018		
European Union	ALL33	Word Mark	1446781	1446781	12/27/2018	1446781	12/27/2018
United Kingdom	ALL33	Word Mark	1446781		12/27/2018	1446781	12/27/2018
United Kingdom	ALL33	Word Mark	UK00801446781	UK00801446781	12/27/2018	UK00801446781	12/27/2018
Japan	ALL33	Word Mark	1446781	1446781	12/27/2018	1446781	4/2/2021
Republic of Korea	ALL33	Word Mark	1446781	1446781	12/27/2018	1446781	5/13/2020
Madrid Protocol (TM)	ALL33	Word Mark	1446781		12/27/2018	1446781	12/27/2018
Australia	ALL33 (stylized)	Word & Device	1449045		12/31/2018	1449045	8/23/2019
China	ALL33 (stylized)	Stylized (Stylised)	1449045	1449045	12/31/2018		
European Union	ALL33 (stylized)		1449045	1449045	12/31/2018	1449045	12/31/2018
United Kingdom	ALL33 (stylized)		1449045	1449045	12/31/2018	1449045	12/31/2018
United Kingdom	ALL33 (stylized)		UK00801449045	UK00801449045	12/31/2018	UK00801449045	12/31/2018
Madrid Protocol (TM)	ALL33 (stylized)	Stylized (Stylised)	1449045	1449045	12/31/2018	1449045	12/31/2018
Japan	ALL33 (stylized)	Stylized (Stylised)	1449045	1449045	12/31/2018	1449045	4/2/2021
Republic of Korea	ALL33 (stylized)		1449045	1449045	12/31/2018	1449045	5/13/2020
Canada	ALL33	Word Mark	1938557	1938557	12/31/2018		
Canada	ALL33 (stylized)		1938561	1938561	12/31/2018		
United States	BACKSTRO NG	Word Mark	88/851096	88/851096	3/27/2020		



Country	Mark	Type of Mark	Official No.	App. No.	App. Date	Reg. No.	Reg. Date
Australia	BACKSTRO NG & B Logo Design (color)	Logo	1854818	1854818	6/27/2017	1854818	1/24/2018
Japan	BACKSTRO NG & B Logo Design (color)	Logo	5999629	2017-074207	6/2/2017	5999629	11/24/2017
Republic of Korea	BACKSTRO NG & B Logo Design (color)	Word & Device	40- 1334679	40-2017- 0080052	6/28/2017	40- 1334679	2/26/2018
China	BACKSTRO NG	Word Mark	46014587	46014587	5/6/2020		
United States	SOOTHE & MOVE	Word Mark	6302902	90/016820	6/23/2020	6302902	3/23/2021
United States	IF YOU GOTTA SIT, THIS IS IT.	Word Mark	90/181976	90/181976	9/15/2020		
United States	FREEDOM THROUGH MOVEMEN T	Word Mark	6769133	90/373160	12/10/2020	6769133	6/21/2022
Madrid Protocol (TM)	FREEDOM THROUGH MOVEMEN T	Word Mark	1580589	1580589	1/29/2021	1580589	1/29/2021
China	FREEDOM THROUGH MOVEMEN T	Word Mark	1580589	1580589	1/29/2021	1580589	7/1/2021
Madrid Protocol (TM)	IF YOU GOTTA SIT, THIS IS IT.	Word Mark	1580574	1580574	1/29/2021	1580574	1/29/2021
China	IF YOU GOTTA SIT, THIS IS IT.	Word Mark	1580574	1580574	1/29/2021		
United States	AXION (Model C1)	Standard Characters	90/877366	90/877366	8/11/2021		
Madrid Protocol (TM)	AXION	Word Mark	1650404	1650404	1/31/2022	1650404	1/31/2022
Australia	AXION	Word Mark	1650404	1650404	1/31/2022		
Canada	AXION	Word Mark	2173337	2173337	1/31/2022		
China	AXION	Word Mark	1650404	1650404	1/31/2022		
European Union	AXION	Word Mark	1650404	1650404	1/31/2022		
Japan	AXION	Word Mark	1650404	1650404	1/31/2022		
Republic of Korea	AXION	Word Mark	1650404	1650404	1/31/2022		
Singapore	AXION	Word Mark	1650404	1650404	1/31/2022		
Hong Kong	AXION	Word Mark	30587402 1	305874021	2/4/2022	30587402 1	6/13/2022

Country	Mark	Type of Mark	Official No.	App. No.	App. Date	Reg. No.	Reg. Date
Singapore	AXION	Class-20 Furniture; office furniture; ergonomic furniture; chairs; ergonomic chairs; office chairs		40202206143S	1/31/2022		
United States	ALL33 (Stylized)	Stylized (Stylised)					
Canada	BACKSTRO NG	Word Mark					
European Union	BACKSTRO NG	Word Mark					
Canada	BACKSTRO NG & B Logo Design (B&W)	Design	1844550	1844550			
United States	GRUVE (Model C3)						
United States	LUXON (Model C4)						
United States	QoL & QoL+ (Model Gaming)						
United States	SIRISA (Model Contract)						

**SCHEDULE B****Patents**

Specifically, the Section (f) General Intangibles include, ***but are not limited to*** the following:

Country Name	Title	App. Status	App. No.	Filing Date	Patent No.	Issue Date
United States	ROTATABLE SEAT CRADLE	Granted	14/747,040	23-Jun-2015	10,314,400	11-Jun-2019
China (People's Republic)	CHAIR WITH INTEGRAL PIVOTING LUMBAR AND SEAT CUSHION PORTIONS	Granted	20121045901 8.9	14-Nov-2012	103653919	13-Oct-2017
Canada	CHAIR WITH INTEGRAL PIVOTING LUMBAR AND SEAT CUSHION PORTIONS	Granted	2,868,902	23-Oct-2014	2,868,902	26-Oct-2021
United States	CHAIR WITH INTEGRAL PIVOTING LUMBAR AND SEAT CUSHION PORTIONS	Granted	13/604,871	06-Sep-2012	8,926,017	06-Jan-2015
Japan	ROTATABLE SEAT CRADLE	Granted	2018-519682	21-Jun-2016	6888236B2	16-Jun-2021
Australia	ROTATABLE SEAT CRADLE	Granted	2016284054	21-Jun-2016	201628405 4	15-Jul-2021
European Patent Convention	ROTATABLE SEAT CRADLE	Published	16815129.8	21-Jun-2016		
Korea, Republic of	ROTATABLE SEAT CRADLE	Published	10-2018-7001906	21-Jun-2016		
United States	ROTATABLE SEAT CRADLE	Granted	16/403,954	06-May-2019	11,089,874 B2	17-Aug-2021
Australia	ROTATABLE SEAT CRADLE	Pending	2021204204	21-Jun-2016		
United States	ELECTRONIC TILT SENSING, TRACKING, AND REPORTING SYSTEM	Published	17/533,818	23-Nov-2021		
Patent Cooperation Treaty	ELECTRONIC TILT SENSING, TRACKING, AND REPORTING SYSTEM	Published	PCT/US2021/060563	23-Nov-2021		
United States	CHAIR	Pending	29/840,654	31-May-2022		

## SCHEDULE C

### Domain Names

Specifically, the Section (f) General Intangibles include, but are not limited to the following:

Domain Name
all33.org
all33.com.cn
all33.net.cn
all33.io
all33shop.com
all33asia.com
simtecinc.com
ifyougottasit.com
all33.live
all33.global
all33.asia
all33.com.tw
all33.tw
all33.life
all33.pro
backstrong.life
all33.agency
all33.world
all333.cn
all-33.cn
all33.cn
all33.tech
all33.us
yourultimatechair.com
myultimatechair.com
theultimatechaircompany.com
theultimatechair.co
thebestchair.com
all33contract.com
all33contract.co
all33contract.global
all33contract.us
moveall33.com
all33.com
all33.info
all33.shop
all33.store
all33contract.co
backstrong.com
mybestchairever.com
mybestinvestmentever.com
thebestchairever.com
all33.com.test-google-a.com

sootheandmovepaincreme.com
soothemove.com
soothenmove.com
soothmove.com
lkchair.com
all33.co
all33.net
eroback.com
getthebackstrongchair.com
getthechair.com
thethousanddollarchair.com
thousanddollarchair.com
trythebackstrongchair.com
trythechair.com
healthychair.com
sitworkplay.com
sitworksport.com
thehealthychair.com
all33forgoogle.com

Social Media Accounts

Platform	Handle
Facebook	MoveALL33
Instagram	@all33
Twitter	@moveall33
TikTok	@moveall33