

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Howard Leight Sr.		10/20/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Hearos, LLC		
Street Address:	968 Albany Shaker Road		
City:	Latham		
State/Country:	NEW YORK		
Postal Code:	12110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7034701	FINAL FIT SAFETY	
Serial Number:	98138568	PINCH FIT	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927707		
Email:	enewby@fredlaw.com		
Correspondent Name:	Emma Newby		
Address Line 1:	60 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	081205.0028		
NAME OF SUBMITTER:	Emma Newby		
SIGNATURE:	/Emma Newby/		
DATE SIGNED:	10/30/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Assignment”) is made and entered into subject to that certain Purchase Agreement, effective as of October 20, 2023, by and between Howard Leight, aka Howard Leight, Sr., an individual (“Assignor”), and Hearos, LLC (“Assignee”).

WHEREAS, Assignor and Assignee are parties to the IP Assignment Agreement of an even date herewith, whereby Assignor has agreed to assign the Trademarks (as defined below), and to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “Trademarks”), together with the goodwill of the business connected with the use of and symbolized by the Trademarks: (a) trademarks, and trademark applications and registrations, and all extensions and renewals thereof, set forth on Attachment A hereto, provided that, with respect to intent-to-use applications, if any, the transfer of such accompanies the transfer of Assignor’s ongoing and existing business or portion thereof to which the trademark pertains; (b) all rights of any kind of Assignor accruing under any of the foregoing provided by applicable law, treaties and conventions, and otherwise throughout the world; (c) 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 (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, with the right but no obligation to sue for such relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon Assignee request. Following the date hereof, upon Assignee’s request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives as may be necessary to effect, evidence or perfect the assignment of the Trademarks.

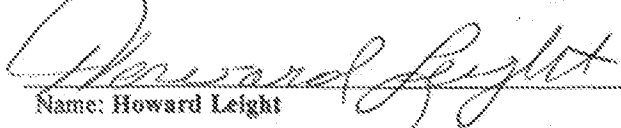
3. Successors and Assigns. This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

4. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

Assignor: Howard Leight


Name: Howard Leight

AGREED TO AND ACCEPTED:

Assignee: Hearos, LLC

Name: Curt Holz
Its: Chief Executive Officer

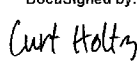
IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

Assignor: Howard Leight

Name: **Howard Leight**

AGREED TO AND ACCEPTED:

Assignee: Hearos, LLC

DocuSigned by:

D0C579290086464...

Name: Curt Holtz
Its: Chief Executive Officer

**ATTACHMENT A
TO TRADEMARK ASSIGNMENT**

Mark/Name	App. No. Reg. No.	App./Reg Date	Country	Owner	Status
FINAL FIT SAFETY	RN: 7034701 SN: 97258561	February 8, 2022/ April 25, 2023	US	Leight Sr, Howard	Registered
PINCH FIT	98138568	August 17, 2023	US	Leight Sr., Howard	Filed
BIOSOFT			US	Leight Sr., Howard	Unregistered