

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM16002

<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>
R and S Computers, Inc. D/B/A Mibar.net		01/16/2024	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Citrin Cooperman Advisors LLC		
<b>Street Address:</b>	50 Rockefeller Plaza		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77357757	MIBAR	
<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>	(800)927-9801		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC -Jean Paterson		
<b>Address Line 1:</b>	19 West 44th Street		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	New York, NEW YORK 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	308646		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	Jean Paterson		
<b>DATE SIGNED:</b>	02/06/2024		
<b>Total Attachments: 6</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (“**IP Assignment Agreement**”) is made and entered into effective as of January 16, 2024, is by and among R AND S COMPUTERS, INC. D/B/A MIBAR.NET, a New York corporation (“**Assignor**”) and CITRIN COOPERMAN ADVISORS LLC, a Delaware limited liability company (“**Assignee**”).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of December 21, 2023 (the “**Purchase Agreement**”), by and among Assignor, Assignee, and Bart Nachimow, an individual (“**Seller Participant**”), Assignor has agreed to assign to Assignee all of their rights, title and interest in all Intellectual Property Assets, as applicable, and to execute and deliver this IP Assignment Agreement, in each case, effective as of the Closing. All capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Purchase Agreement

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, and Assignee hereby accepts all of Assignor’s rights, title and interest in and to the Intellectual Property Assets and Intellectual Property Agreements, together with the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property of Assignor, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment Agreement not been made, including the following:

- a) all applications for patents and patents set forth on Annex A (including all issuances, divisions, continuations, provisionals, substitutes, continuations-in-part, reissues, extensions, reexaminations and renewals thereof);
- b) all (i) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Annex A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Annex A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing, and (ii) trademarks underlying the trademark registrations and applications set forth on Annex A;
- c) all (i) copyright registrations, applications for copyright registrations set forth on Annex A, (ii) copyrights in the works of authorship underlying the copyright registrations, applications and licenses set forth on Annex A, (iii) issuances, extensions and renewals of any such registrations, applications, and licenses, and (iv) all of Assignor’s right, title and interest in and to all copies and other tangible embodiments of the works of authorship underlying the copyright registrations, applications and licenses set forth on Annex A in all languages and in any form or medium now known or hereafter developed;
- d) all domain name(s) and websites set forth on Annex A;
- e) any and 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;
- f) 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

g) 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, 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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents, and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register for 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 upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, 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 reasonably necessary to effect, evidence or perfect the assignment of the Business IP to Assignee, or any assignee or successor thereto. These actions may include, but are not limited to, promptly (i) unlocking the domain name(s) and providing the authorization code for the domain name(s) to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain name(s) to Assignee.

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

4. Counterparts. This IP Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment 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 IP Assignment Agreement.

5. Severability. If any term or provision of this IP Assignment Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this IP Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. No Conflicts. Assignor and Assignee hereby agree and acknowledge that this IP Assignment Agreement is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement. Nothing in this IP Assignment Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this IP Assignment Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

7. Governing Law. This IP Assignment Agreement shall be governed by and construed in accordance with the internal laws of 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). ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE INSTITUTED IN THE CHANCERY COURT OF DELAWARE AND, IF SUCH COURT DOES NOT HAVE JURISDICTION TO HEAR SUCH DISPUTE, IN ANY STATE OR FEDERAL COURT IN THE STATE OF DELAWARE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING.

SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY CERTIFIED MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ASSIGNOR:**

**R AND S COMPUTERS, INC. D/B/A MIBAR.NET,**  
a New York corporation

By:  \_\_\_\_\_  
Name: Bart Nachimow  
Title: Chief Executive Officer

Acknowledged and Agreed:

**ASSIGNEE:**

**CITRIN COOPERMAN ADVISORS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Alan G. Badey  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ASSIGNOR:**

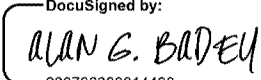
**R AND S COMPUTERS, INC. D/B/A MIBAR.NET,**  
a New York corporation

By: \_\_\_\_\_  
Name: Bart Nachimow  
Title: Chief Executive Officer

Acknowledged and Agreed:

**ASSIGNEE:**

**CITRIN COOPERMAN ADVISORS LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Alan G. Badey  
Title: Chief Executive Officer

**ANNEX A**  
**Intellectual Property**

**Patents**

None.

**Copyright Registrations**

None.

**Registered Trademarks:**

Mark	Serial No.	Registration Date
MIBAR	77357757	10/07/2008

**Unregistered Trademarks**

The name MIBAR.net, and any logos, depictions or derivations thereof, used by the Seller.

**Web Domains**

Domain Name	Registry Domain ID	Date Created
MIBAR.net	Network Solutions	12/12/1997
MIBAR.IO	Network Solutions	3/20/2021
MIBAR.info	Network Solutions	10/11/2016
ERPOnline.com	GoDaddy	4/4/2001
MIBAR.co	GoDaddy	9/13/2010

All Seller Participant Domain Names transferred to Seller pursuant to the Domain Name Assignment by and between Seller and Seller Participant.