

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI92288

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900833918		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phalanx Systems, Inc.		02/06/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Individual Name:	William Belchou		
Street Address:	26 South Dutcher Street		
City:	Irvington		
State/Country:	NEW YORK		
Postal Code:	10533		
Entity Type:	INDIVIDUAL: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4215866	DOCTORMAC	
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:	9144780457		
Email:	eheckeresq@eheckeresq.com		
Correspondent Name:	Elissa Hecker		
Address Line 1:	64 Butterwood Lane East		
Address Line 4:	Irvington, NEW YORK 10533		
NAME OF SUBMITTER:	ELISSA STRAUSS		
SIGNATURE:	ELISSA STRAUSS		
DATE SIGNED:	03/13/2024		
Total Attachments: 2			
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source=Assignment and Transfer Agreement DOCTORMAC TM.pdf#page2.tif			

AGREEMENT

THIS AGREEMENT, effective as of February 6, 2024, is made by and between Phalanx Systems, Inc. (“Phalanx”, “Business”), whose address is 26 South Dutcher Street, Irvington, New York 10533, and William Belchou (“Belchou”), whose address is 26 South Dutcher Street, Irvington, New York 10533, concerning Belchou’s buyout of Phalanx’s Goodwill, assets, and liabilities of the Business, which includes the U.S. Registered Trademark No. 4215866, “DOCTORMAC” (the “TM”).

The following terms and conditions shall apply:

1. TRANSFER, GRANT, CONVEYANCE, ASSIGNMENT, AND RELINQUISHMENT OF RIGHTS: In consideration of and upon receipt of such by Phalanx, Phalanx does hereby irrevocably transfer, grant, convey, assign, and relinquish in and to Belchou, and Belchou’s successors and assigns, all of Phalanx’s rights, title, and interest in and to the Goodwill, assets, and liabilities of the Business, which includes the TM, which shall be and remain the sole and exclusive property of Belchou throughout the world and in perpetuity.

2. CONSIDERATION: As full consideration for all rights, privileges, waivers, and property herein granted, and for all warranties, representations, and covenants herein made by Phalanx, as a condition precedent to the rights granted in Paragraph 1, Belchou agrees to pay Phalanx one dollar (\$1.00).

3. WARRANTIES AND REPRESENTATIONS: Phalanx represents and warrants that it is the sole owner of all rights, title, and interest in and to Business and the TM; Phalanx has not heretofore and will not sell, assign or otherwise convey any rights in and to the Goodwill, assets, and liabilities of the Business, including the TM; that Phalanx has the right to enter into this Agreement and transfer, grant, convey, assign, and relinquish the TM to Belchou hereunder; and that there are no liens, claims or encumbrances which in any way limit, derogate from, interfere with, or restrict the full and complete exercise of the rights assigned, conveyed, sold, and transferred to Belchou hereunder.

4. CHOICE OF LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflicts of laws provisions.

5. NOTICES: All notices under this Agreement shall be in writing addressed to the addresses first set forth above, or at such other address as either party may designate from time to time by written notice to the other. All notices shall be served by U.S. mail, e-mail, recognized courier services or personal delivery addressed as specified above. The date of receipt by e-mail or courier, as the case may be, shall be the date of service of notice.

6. VENUE, ALTERNATIVE DISPUTE RESOLUTION, ATTORNEYS’ FEES: This

Agreement is to be construed pursuant to Laws of the State of New York. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of New York, Westchester County. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding Arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. The attorneys' fees and costs of arbitration shall be borne by the losing party, unless the Parties stipulate otherwise, or in such proportions, as the arbitrator shall decide.

7. REPRESENTATION: Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed, and dated by all parties hereto.

8. PARTIAL INVALIDITY: If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

9. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

10. PRIOR UNDERSTANDINGS: This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

By: W. Belchou
William Belchou, CEO
Phalanx Systems, Inc.

By: W. Belchou
William Belchou

Date: 02/06/24

Date: 02/06/24