

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM356371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERGOTECH GROUP, INC.		09/14/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	ERGOTECH GROUP, LLC		
Street Address:	8 WESTCHESTER PLAZA		
City:	ELMSFORD		
State/Country:	NEW YORK		
Postal Code:	10523		
Entity Type:	A Delaware Limited Liability Company		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3541261	ERGONIZER	
Registration Number:	4747042	FREEDOM ARM	
CORRESPONDENCE DATA			
Fax Number:	6106803312		
<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:	610-395-4900		
Email:	assignments@designip.com		
Correspondent Name:	DAMON A. NEAGLE		
Address Line 1:	5050 W. TILGHMAN STREET, SUITE 435		
Address Line 4:	ALLENTOWN, PENNSYLVANIA 18104		
NAME OF SUBMITTER:	Damon A. Neagle		
SIGNATURE:	/Damon A. Neagle/		
DATE SIGNED:	09/25/2015		
Total Attachments: 4			
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OP \$65.00 3541261

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Ergotech Group, Inc., a New York corporation (“**Assignor**”), Innovative Office Products, LLC, a Delaware limited liability company, and the shareholder of Assignor entered into that certain Membership Interest Purchase and Sale Agreement dated as of August 17, 2015 (the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor and Ergotech Group, LLC, a Delaware limited liability company (“**Assignee**”) entered into that certain Asset Contribution Agreement, dated as of September 14, 2015 (the “**Contribution Agreement**”), pursuant to which, among other things, Assignor agreed to contribute to Assignee certain assets (the “**Contributed Assets**”);

WHEREAS, such Contributed Assets include Assignor’s rights, title and interest and goodwill in and to all intellectual property and intellectual property rights of Assignor, whether registered or unregistered, including, but not limited to, all trademarks, service marks, slogans and logos, and any other identifying names and monikers, copyrights, trade names, designs, patents, inventions, trade secrets and domain names, including, but not limited to, the intellectual property listed on Schedule A and the domain name “www.ergotechgroup.com” (the “**Domain Name**”), and any applications and registrations therefor, used, held for use in or that arose from Assignor conducting the business of designing, engineering and assembling ergonomic solutions for LED displays, tablets, notebook computers and smart-phones as well as ergonomic work space solutions (collectively, the “**Assignor Intellectual Property**”); and

WHEREAS, Assignee desires to acquire the Assignor Intellectual Property, and Assignor desires to by this Intellectual Property Assignment (this “**Assignment**”) evidence and effect the assignment, contribution and transfer of the Assignor Intellectual Property to Assignee as part of the Contributed Assets.

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

1. Assignor does hereby assign, contribute and transfer unto Assignee all of Assignor’s right, title and interest in and to the Assignor Intellectual Property, and all goodwill associated therewith.
2. Assignor does hereby assign, contribute and transfer unto Assignee all of Assignor’s rights under the common law and under the statutes of the United States or any other country, to sue and recover for, and the right to profits or damages arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to the Assignor Intellectual Property, and all such appurtenant rights.
3. Assignor agrees to promptly upon request execute and deliver all documents and authorizations and take all other actions that may be necessary or desirable to transfer to and vest in Assignee all of Assignor’s right, title and interest in and to the Assignor Intellectual Property, including but not limited to: (a) executing all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the right, title and interest in the Assignor Intellectual Property conveyed herein;

and (b) completing, executing or authorizing the transfer of the Domain Name pursuant to the procedures set forth by HostGater.com, LLC, as the same may be amended from time to time, or pursuant to the procedures set forth by any other registration authority specified by Assignee.

4. Assignor hereby authorizes and directs HostGater.com, LLC or any other applicable registration authorities to transfer the Assignor Intellectual Property, including the Domain Name and the registration thereof from Assignor to Assignee.

5. Assignor hereby acknowledges that upon the contribution and transfer of the Assignor Intellectual Property, Assignee shall be the sole and exclusive owner of all right, title and interest in the Assignor Intellectual Property. Assignor agrees that from the date of this Assignment forward, neither it, nor any of its agents, assigns, representatives, affiliated companies, partners, or employees, nor any party acting in concert or participation with any of the foregoing, will assert any interest in, use or register with any agency or administrative body, any patent, copyright, trademark, service mark, domain name or trade name that is the same as or confusingly similar to any of the Assignor Intellectual Property.

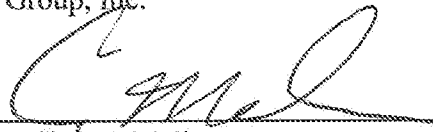
6. This Assignment shall be governed by and construed in accordance with the internal laws (and not the conflicts or choice of law rules) of the State of Delaware. This Assignment may be modified or amended only by a written instrument executed by both parties. This Assignment shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto. None of the provisions of this Assignment shall be deemed to have been waived by any act or acquiescence on the part of either party except by an instrument in writing signed by the party granting the waiver. This Assignment may be executed by original, pdf or facsimile signature and in several counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one instrument.

(Signature Page Follows)

EXECUTION COPY

IN WITNESS WHEREOF, the following Assignor, by its duly authorized officer, has executed this assignment as of this 14th day of September, 2015.

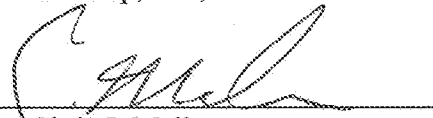
Ergotech Group, Inc.

By: 
Name: Chris J. Malisse
Title: Chief Executive Officer

The foregoing assignment of the Assignor Intellectual Property by the foregoing Assignor to the Assignee is hereby accepted, effective as of this 14th day of September, 2015.

Ergotech Group, LLC

By: Ergotech Group, Inc., its Sole Member

By: 
Name: Chris J. Malisse
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

SCHEDULE A

Intellectual Property

<u>Ergotech</u>			
<u>Title</u>	<u>U.S. Patent No.</u>	<u>Grant Date</u>	<u>Next Event</u>
Display Monitor Mounting Stand	7369401	5/6/2008	Maintenance Fee due by 5/6/2016
Monitor Mounting Clip	D592669	5/19/2009	Expires 5/19/2023
Cable Managing Monitor Stand	D603411	11/3/2009	Expires 11/3/2023
Cable Managing Monitor Stand	D595298	6/30/2009	Expires 6/30/2023
Electronic Device Mount	D690306	9/24/2013	Expires 9/27/2027
<u>Trademark</u>	<u>U.S. Trademark No.</u>	<u>Registration Date</u>	<u>Next Event</u>
ERGONIZER	3541261	12/2/2008	Cancelled July 3, 2015 due to failure to file Section 8 declaration
FREEDOM ARM	4747042	June 2, 2015	Section 8 declaration due June 2, 2021
Domain Name		www.ergotechgroup.com	