### TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM490807

# Electronic Version v1.1

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Moxi Enterprises, LLC		09/20/2018	Limited Liability Company: MISSOURI

#### **RECEIVING PARTY DATA**

Name:	Moxi Holding Group, LLC
Street Address:	4027 Tampa Road
Internal Address:	Suite 3200
City:	Oldsmar
State/Country:	FLORIDA
Postal Code:	33677
Entity Type:	Limited Liability Company: FLORIDA

#### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	5475408	DYNAMIC DISPERSION
Registration Number:	4068805	DYNAMIC DISPERSION
Registration Number:	4342137	FUSION 1K
Registration Number:	2700920	BARISELECT
Registration Number:	2958197	HYBRIDSELECT
Registration Number:	2075526	SELECT AIR
Registration Number:	4044049	PROTECTYOU2
Registration Number:	2973407	HEALFLOAT
Registration Number:	2700922	SELECTAIR "MAX"
Registration Number:	3620605	SELECTPROTECT

#### CORRESPONDENCE DATA

Fax Number: 3148548660

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.

Phone: 314-854-8748

met@carmodymacdonald.com Email:

**Correspondent Name:** Meg Thomas

Address Line 1: 120 S. Central Avenue

TRADEMARK

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Address Line 2: Address Line 4:	Suite 1800 Clayton, MISSOURI 63105		
NAME OF SUBMITTER:		Meg Thomas	
SIGNATURE:		/Meg Thomas/	
DATE SIGNED:		09/20/2018	
Total Attachments: 3			
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#### **ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property (this "Assignment") is made and entered into as of SEPTEMBER 2018, by Moxi Enterprises, LLC, a Missouri limited liability company ("Assignor"), in favor of Moxi Holding Group, LLC, a Florida limited liability company ("Assignee").

Assignor and Assignee have entered into The Sale of Substantially all of Moxi Enterprises, LLC Assets by Moxi Enterprises, LLC to Moxi Holding Group, LLC on June 25, 2018 (the "Agreement"), whereas under the terms of the Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain Intellectual Property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office [and corresponding entities or agencies in any applicable jurisdictions];

NOW, THEREFORE, for and in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in, to and under the Intellectual Property, including but not limited to the Intellectual Property of Assignor described on Exhibit A attached hereto and incorporated herein, together with the goodwill of the business symbolized by the Intellectual Property, the same to be held and enjoyed by Assignee, for its use and benefit and that of its successors and assigns, to the full end of the term for which said Intellectual Property is granted, together with all claims for damages by reason of present or future infringement of said Intellectual Property, with the right to sue for and collect the same for its own use and for the use of its successors, assigns, or other legal representatives.
- 2. <u>Further Assurances</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark 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, and at Assignee's sole cost and expense, 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 to Assignee, or any assignee or successor thereto.
- 3. No Modification of Agreement. Assignor, by its execution of this Assignment, and Assignee, by its acceptance of this Assignment, each hereby acknowledge and agree that the representations and warranties, right, remedies and obligations contained in the Agreement shall remain in full force and effect subject to the terms thereof.

#### 4. Miscellaneous.

- (a) <u>Conflict</u>. In the event that any provision of this Assignment be construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling.
- (b) <u>Successors and Assigns</u>. This Assignment and the agreements, undertakings and representations herein contained shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

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- (c) <u>Governing Law</u>. This Assignments shall be governed by the laws of the State of Missouri, regardless of the laws that might otherwise govern under the Conflict of Laws principles of such state.
- (d) <u>Counterparts: Facsimile Signatures</u>. This 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 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.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

"ASSIGNOR"

Moxi Enterprises, LLC.,

A Missouri limited liability company

Name: Gregg Garland

Title

"ASSIGNEE"

Moxi Holding Group, LLC,

a Florida limited liability company

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#### **EXHIBIT A**

## List of the Intellectual Property

Name	U.S. Patent & Trademark Office Registration Number	
DYNAMIC DISPERSION	5475408	
DYNAMIC DISPERSION	4068805	
FUSION 1K	4342137	
BARISELECT	2700920	
HYBRIDSELECT	2958197	
SELECT AIR	2075526	
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SELECTAIR "MAX"	2700922	
SELECTPROTECT	3620605	

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RECORDED: 09/20/2018