# OP \$40.00 3831473

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM574291 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           |
|------------------|----------|----------------|-----------------------|
| Luxo Corporation |          | 04/21/2020     | Corporation: NEW YORK |

# **RECEIVING PARTY DATA**

| Name:           | Unitron, Ltd.         |
|-----------------|-----------------------|
| Street Address: | 73 Mall Drive         |
| City:           | Commack               |
| State/Country:  | NEW YORK              |
| Postal Code:    | 11725                 |
| Entity Type:    | Corporation: NEW YORK |

# **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3831473 | MIDAS     |

### **CORRESPONDENCE DATA**

Fax Number:

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:** 5167427030

**Email:** jeffreystern@jeffreystern.net

Correspondent Name: Jeffrey Stern Address Line 1: 128 Front St

Address Line 4: Mineola, NEW YORK 11501

| NAME OF SUBMITTER: | Jeffrey Stern   |  |
|--------------------|-----------------|--|
| SIGNATURE:         | /Jeffrey Stern/ |  |
| DATE SIGNED:       | 04/30/2020      |  |

### **Total Attachments: 4**

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> TRADEMARK REEL: 006926 FRAME: 0689

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### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of April 21, 2020 (the "Effective Date") is made between Luxo Corporation, a corporation incorporated under the laws of New York (the "Assignor") and Unitron, Ltd., a corporation incorporated under the laws of New York (the "Assignee") (each a "Party" and, collectively, the "Parties").

WHEREAS, the Parties entered into a Purchase Agreement, dated July 31, 2017, pursuant to which Assignor sold certain assets to Assignee;

WHEREAS, the Assignor has certain rights in the trademarks, trademark registrations and trademark applications set forth on <u>Annex A</u> hereto (the "<u>Transferred Trademarks</u>");

WHEREAS, the Assignor desires to assign and transfer to the Assignee all of its right, title and interest in and to the Transferred Trademarks; and

WHEREAS, the Assignee desires to accept from the Assignor the assignment and transfer of all of such Assignor's right, title and interest in and to the Transferred Trademarks.

NOW THEREFORE, for [one hundred U.S. dollars (\$100.00), the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

Assignment. The Assignor hereby assigns and transfers to the Assignee, and the Assignee hereby accepts the transfer and assignment of, any and all of the Assignor's right, title and interest in and to the Transferred Trademarks including, without limitation the following: (i) all goodwill associated therewith and symbolized thereby, (ii) all common law rights embodied therein, (iii) the applications, registrations therefor and any renewals thereof and (iv) the exclusive right to sue for all past, present and future claims, counterclaims, credits, causes of actions, choses in action, rights of recovery and rights of setoff under such right against any person, together with (to the extent applicable) the right to sue for infringement, misappropriation, unauthorized use or other violation thereof, and the right to collect any resulting damages, lost profits, legal fees and costs, including from acts that may have occurred prior to, on, or after the Effective Date. Assignor requests that the United States Commissioner of Patents and Trademarks record Assignee as the assignee and owner of the Transferred Trademarks.

<u>Further Assurances.</u> The parties shall execute all papers and perform such other acts as may be reasonably necessary to give Assignee the full benefit of this Assignment.

Governing Law. Except to the extent preempted by United States federal law, this Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to the conflicts of law principles thereof to the extent that such principles would apply the law of another jurisdiction.

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<u>Counterparts</u>. This Assignment may be executed in two or more counterparts which may be delivered by means of facsimile or email, each of which shall be deemed to constitute an original, but all of which together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

LUXO CORPORATION

Name: JASON BOCTE
Title D

UNITRON, LTD

By: \_\_\_\_\_\_ Name: Title

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### ANNEX A

# Transferred Trademarks

# I. United States Trademarks

# A. Registered Trademarks

| Record Owner   | Mark            | Registration No. | Registration Date |
|--|-----------------|------------------|-------------------|
| Luxo Corporation   | MIDAS           | 3831473          | August 10, 2010   |
| And the second of the second o | VIP MICROSCOPES |                  | Unregistered      |
|  |                 |                  |                   |

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RECORDED: 04/30/2020