

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVERBLOCK SYSTEMS LLC		10/30/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	VERSARE SOLUTIONS LLC		
Street Address:	3236 California Street NE		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55418		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4942682	EVERBLOCK	
Registration Number:	6101110	EVERBASE	
Registration Number:	5827944	EVERDANCE	
Registration Number:	5827688	EVERPANEL	
Registration Number:	5827682	EVERROAD	
CORRESPONDENCE DATA			
Fax Number:	4129181199		
<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:	4129181112		
Email:	ipdocket@metzlewis.com		
Correspondent Name:	Jessica Hauth Mozingo		
Address Line 1:	535 Smithfield Street - Suite 800		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
NAME OF SUBMITTER:	Jessica Hauth Mozingo		
SIGNATURE:	/Jessica Hauth Mozingo/		
DATE SIGNED:	11/11/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment Agreement") is duly made, executed and delivered as of October 30, 2020, by and between Versare Solutions, LLC, a Delaware limited liability company ("Assignee"), and Everblock Systems, LLC, a New York limited liability company ("Assignor"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the "Purchase Agreement"), by and among Assignor, Assignee, Versare Holdings, LLC, a Delaware limited liability company and the Equityholders named therein.

RECITALS:

A. Pursuant to, and subject to the terms and conditions of, the Purchase Agreement, Assignor desires to sell, convey, transfer, deliver and assign to Assignee the Proprietary Rights owned by, licensed to or used or held for use by Assignor and all goodwill associated therewith, including the Proprietary Rights listed on Exhibit A hereto.

B. Pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement.

C. Assignor is willing to assign all rights it may have in and to the Seller Proprietary Rights on the terms and subject to the conditions set forth in this Assignment Agreement.

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

1. Assignment. Effective as of the date hereof, Assignor hereby irrevocably sells, transfers, assigns, and conveys to Assignee, its successors and assigns, in perpetuity, and Assignee hereby accepts, all of Assignor's worldwide right, title and interest in and to the Seller Proprietary Rights, including the Proprietary Rights identified in Exhibit A, all provisionals, continuations, divisionals, continuations-in-part, reexaminations, reissues, renewals and extensions, and all common law rights in, and all goodwill and moral rights associated with, any of the foregoing (collectively, the "Assigned IP"), together with all of Assignor's right to file patent, trademark and copyright applications in the United States and throughout the world for the Seller Proprietary Rights in the name of the Assignee, its successors and assigns; and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Seller Proprietary Rights, including without limitation all proceeds to infringement suits, the right to sue, prosecute and collect damages for past, present and future infringement, misappropriation or other violation of rights related to the Seller Proprietary Rights, and all rights corresponding thereto throughout the world for the Seller Proprietary Rights assigned herein.

2. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as they may reasonably request to consummate the transactions hereby, above, including, without limitation, upon request by Assignee to execute any further assignments or other documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement. Without limiting the foregoing, Assignor will do all things necessary, proper or advisable to reasonably assist Assignee in transferring all domain names that are Seller Proprietary Rights, including as applicable, placing each of the domain names in "unlocked" status and provide to Assignee the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor's right, title and interest in the

domain names to Assignee. Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, at the sole cost of Assignee, and Assignor shall reasonably cooperate therewith. Assignor shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as otherwise expressly authorized by Assignee in writing.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Controlling Law And Jurisdiction. This Assignment Agreement is governed by and will be construed in accordance with the laws of Delaware, applicable therein without giving effect to any choice of law or conflict of law provision or rule (whether Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than Delaware.

5. Entire Agreement; Amendment. This Assignment Agreement, together with Exhibit A attached hereto, the Purchase Agreement and the other agreements contemplated thereby, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all other understandings and agreements, either oral or written, between the parties hereto with respect to such subject matter. This Agreement may not be altered, amended or modified, except by written instrument signed by the parties hereto.

6. Non-Waiver of Rights. The failure of a party hereto to enforce any of the provisions of this Assignment Agreement or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights or in any way affect the validity of this Assignment Agreement. In order to be enforceable, a waiver must be in writing and signed by the party against whom the waiver is to be enforced. The failure of any party to exercise any of said provisions or rights shall not preclude or prejudice such party from later enforcing or exercising the same or any other provisions or rights that it may have under this Assignment Agreement.

7. Headings. The headings and captions used in this Assignment Agreement are intended and shall for all purposes be deemed to be for convenience only and shall have no force or effect whatsoever in the interpretation of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in multiple counterparts (including facsimile or other electronically transmitted counterparts), each of which will be deemed an original, but all of which together shall constitute one agreement.

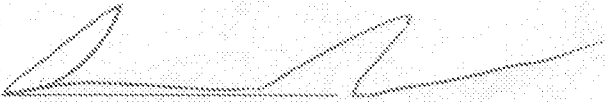
9. Invalid Provisions. If any term, provision, covenant or condition of this Assignment Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties desire the remainder of the provisions to remain in full force and effect and not to be affected, impaired or invalidated.

[SIGNATURE PAGE FOLLOWS]

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

Assignor:

EVERBLOCK SYSTEMS, LLC

By 

Name: Arnon Rosan

Title: Managing Member

Assignee:

VERSARE SOLUTIONS, LLC

By _____

Name: Andrew Caylor

Title: Vice President

TRADEMARK

REEL: 007103 FRAME: 0272

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

Assignor:

EVERBLOCK SYSTEMS, LLC

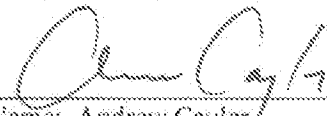
By _____

Name: Arnon Rosan

Title: Managing Member

Assignee:

VERSARE SOLUTIONS, LLC

By  _____

Name: Andrew Caylor

Title: Vice President

EXHIBIT A

Seller Proprietary Rights

Trademarks

<u>Name</u>	<u>Country</u>	<u>Application/Registration No.</u>	<u>Application/Registration Date</u>
EVERBLOCK	USA	Reg. No. 4,942,682	04/19/2016
EVERBASE	USA	Reg. No. 6,101,110	07/14/2020
EVERDANCE	USA	Reg. No. 5,827,944	08/06/2019
EVERPANEL	USA	Reg. No. 5,827,688	08/06/2019
EVERROAD	USA	Reg. No. 5,827,682	08/06/2019
DESIGN: 2x4 block	EU	Reg. No. 003771955-0004	02/27/2017
DESIGN: Desk	EU	Reg. No. 003771955-0002	02/27/2017
DESIGN: Set of Blocks	EU	Reg. No. 003771955-0001	02/27/2017
DESIGN: Shelf	EU	Reg. No. 003771955-0003	02/27/2017
DESIGN: EverBlock Jr.	EU	Reg. No. 004742310-0001	03/06/2018
DESIGN: EverBlock Jr.	EU	Reg. No. 004742310-0002	03/06/2018
DESIGN: Building Blocks	EU	Reg. No. 006553699-0001	05/31/2019
DESIGN: Building Blocks	EU	Reg. No. 006553699-0002	05/31/2019
DESIGN: Building Blocks	EU	Reg. No. 006553699-0003	05/31/2019
DESIGN: Wall Frame Component	EU	Reg. No. 007498662-0001	01/24/2020
DESIGN: Wall Frame Component	EU	Reg. No. 007498662-0002	01/24/2020
DESIGN: Wall Frame Component	EU	Reg. No. 007498662-0003	01/24/2020
DESIGN: Wall Frame Component	EU	Reg. No. 007498662-0004	01/24/2020
EVERBLOCK	EU	Reg. No. 015655292	02/03/2017
EVERBASE	EU	Reg. No. 018074198	05/31/2019
EVERDANCE	EU	Reg. No. 018074196	05/31/2019
EVERPANEL	EU	Reg. No. 018074202	05/31/2019
EVERROAD	EU	Reg. No. 018074197	05/31/2019
EVERBLOCK	Argentina	Reg. No. 3.071.900	05/04/2020
EVERBLOCK	Brazil	Reg. No. 913907073	02/19/2019
DESIGN: EVERBLOCK	Brazil	Reg. No. 913907146	12/15/2017
EVERBLOCK	Russia	Reg. No. 674825	10/11/2018

Patents

<u>Name</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Footer for a Modular System	USA	29556669	03/02/2016	D783,731	04/11/2017
Modular Desk	USA	29556648	03/02/2016	D786,586	05/16/2017
Modular Shelving Unit	USA	29556690	03/02/2016	D809,162	01/30/2018
Quarter Block for Modular System	USA	29605772	05/30/2017	D800,846	10/24/2017
Block for a Modular System	USA	29556698	03/02/2016	D791,885	07/11/2017
Flooring Module	USA	29640623	03/15/2018	Pending	Pending
Elevated Flooring System	USA	15954391	04/16/2018	10196826	02/05/2019
Wall Frame Component	USA	29672868	12/10/2018	D893,757	08/18/2020
Wall Connector	USA	29672876	12/10/2018	D893,758	08/18/2020
Modular Wall Panels and System	USA	16242742	01/08/2019	Pending	Pending
Modular Wall Panels and System	USA	16573258	09/17/2019	Pending	Pending
Wall Frame Corner Component	USA	29702719	08/21/2019	Pending	Pending
Wall Frame Component	USA	29702720	08/21/2019	Pending	Pending
Wall Frame Cap	USA	29743402	07/21/2020	Pending	Pending
Modular Wall Panels and System	PCT	PCTUS1968555	12/26/2019	Pending	Pending
Modular Wall Panels and System	PCT	In preparation.	In preparation.	In preparation.	In preparation.
Flooring Module	EU	0056391840001	09/13/2018	In force.	In force.
Flooring Module	China	2018305226573	09/17/2018	Renewed and in force.	Renewed and in force.
Wall Frame Corner Component	China	20203000567259	02/21/2020	CN 306028647 S	09/01/2020
Wall Frame Component	China	20203000567530	02/21/2020	CN 306028648	09/01/2020
Flooring Module	Brazil	3020180642452	09/14/2018	Pending	Pending
Base Para Sistema Modular	Brazil	BR 30 2018 000086 2	10/01/2018	Pending	Pending
Bloco Para Sistema Modular	Brazil	BR 30 2018 000087 0	10/01/2018	Pending	Pending
Conjunto de Mesa Modular E Topo	Brazil	BR 30 2018 000088 9	10/01/2018	Pending	Pending
Industrial Design No. 92253	Argentina	No. 92253	Assigned to Everblock Systems, LLC on July 11, 2019 pursuant to Transfer of Registration Rights, dated July 11, 2019		

Domain Names

Domain Name	Status	Expiration Date	Auto-renew	Lock
everblock.cn	Active	2022-04-18	On	Locked
everblock.co	Active	2020-10-21	On	Locked
everblock.co.uk	Active	2021-10-22	On	Locked
everblock.com	Active	2021-03-22	On	Locked
everblock.com.cn	Active	2022-04-18	On	Locked
everblock.eu	Active	2021-02-18	On	Locked
everblock.info	Active	2021-06-05	On	Locked
everblock.net	Active	2021-06-05	On	Locked
everblock.org	Active	2021-06-05	On	Locked
everblock.us	Active	2021-06-04	On	Locked
everblockflooring.co	Active	2021-04-08	On	Locked
everblockflooring.com	Active	2023-04-09	On	Locked
everblockflooring.net	Active	2021-04-09	On	Locked
everblockflooring.us	Active	2023-04-08	On	Locked
everblocks.co	Active	2020-10-21	On	Locked
everblocks.co.uk	Active	2021-09-29	On	Locked
everblocksystems.cn	Active	2021-11-28	On	Locked
everblocksystems.co	Active	2020-10-23	On	Locked
everblocksystems.co.uk	Active	2021-09-21	On	Locked
everblocksystems.info	Active	2020-10-24	On	Locked
everblocksystems.net	Active	2020-10-24	On	Locked
everblocksystems.org	Active	2020-10-24	On	Locked
everblocksystems.uk	Active	2020-09-21	On	Locked
everblocksystems.us	Active	2020-10-23	On	Locked
everblocksystemsflooring.com	Active	2020-12-13	Off	Locked
everpanelwalls.com	Active	2021-12-14	On	Locked

Software

3D Builder Software