

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biozone Scientific International, Inc.		06/30/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Biozone Scientific America, LLC		
Street Address:	Renaissance Centre 405 N. King street		
Internal Address:	Suite 500		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4289051	BIOZONE	
Registration Number:	4805773	CLEAN AIR UV	
Registration Number:	5391535	ICEZONE	
Registration Number:	6233171	COILCARE	
Registration Number:	6233193	POWERZONE	
Serial Number:	90402502	CAPO	
Serial Number:	90402088	OGR	
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:	3212552332		
Email:	tmdocket@uslegalteam.com		
Correspondent Name:	Widerman Malek, PL		
Address Line 1:	1990 W. New Haven Avenue		
Address Line 2:	Second Floor		
Address Line 4:	Melbourne, FLORIDA 32904		
ATTORNEY DOCKET NUMBER:	6300.00000		

OP \$190.00 4289051

NAME OF SUBMITTER:	Kelly G. Swartz
SIGNATURE:	/Kelly G. Swartz/
DATE SIGNED:	10/15/2021
Total Attachments: 9 source=IP Assignment_BSI-BSA#page1.tif source=IP Assignment_BSI-BSA#page2.tif source=IP Assignment_BSI-BSA#page3.tif source=IP Assignment_BSI-BSA#page4.tif source=IP Assignment_BSI-BSA#page5.tif source=IP Assignment_BSI-BSA#page6.tif source=IP Assignment_BSI-BSA#page7.tif source=IP Assignment_BSI-BSA#page8.tif source=IP Assignment_BSI-BSA#page9.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this 30th day of June, 2021, by and among BIOZONE SCIENTIFIC INTERNATIONAL, INC., a Florida corporation (“**Seller**”), ARI AHOLA, an individual resident of Florida (“**Mr. Ahola**”; together with Seller, the “**Sellers**”), and BIOZONE SCIENTIFIC AMERICA, LLC, a Delaware limited liability company (“**Buyer**”).

WHEREAS, the Sellers and Buyer have entered into that certain Asset Purchase Agreement, dated as of June 30, 2021 (the “**Purchase Agreement**”), by and among the Sellers, Buyer, and Efruit International, Inc., pursuant to which, among other things, the Sellers have agreed to assign to Buyer all of the Sellers’ right, title, interest and goodwill in, to and under the Intellectual Property Assets (as defined in the Purchase Agreement) in accordance with the terms set forth therein and Buyer has agreed to assume all of the Sellers’ respective right, title, interest and goodwill in, to and under the Intellectual Property Assets.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers and Buyer hereby agree as follows:

1. Definitions. Any capitalized terms not defined herein will have those meanings as set forth in the Purchase Agreement.
2. Assignment of Intellectual Property. The Sellers do hereby assign to Buyer: (a) any and all of the Sellers’ respective right, title, interest and goodwill in and to the Intellectual Property Assets; (b) any and all income, royalties, damages, and payments hereafter due or payable to the Sellers with respect to the Intellectual Property Assets; and (c) any and all rights to sue for past, present and future infringements or misappropriations of the Intellectual Property Assets, including, but not limited to, those Intellectual Property Assets listed on Exhibit A attached hereto.
3. Assumption. Buyer does hereby assume the Intellectual Property Assets from the Sellers, including all of the Sellers’ liabilities and obligations arising thereunder from and after the date hereof and related to events which occur from and after the date hereof.
4. Recordation and Further Actions. The Sellers hereby authorize the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Buyer as the assignee and owner of the Intellectual Property Assets that are patents, trademarks or service marks and that are registered at, or for which registration has been applied for at, the United States Patent and Trademark Office, and, the Sellers further authorize Buyer and Buyer’s attorney to execute a Change Address or Representation Form, PTO-2300 at the U.S. Patent and Trademark Office in favor of Buyer.
5. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement. 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.

6. Miscellaneous. This Agreement: (a) may be amended only by a writing signed by all of the parties; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument, and delivery of an executed counterpart by fax, pdf or other electronic means shall be equally effective as delivery of an original, manually executed counterpart of this Agreement; (c) together with the Purchase Agreement, contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (d) is governed by, and will be construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any conflict of law rules; and (e) is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns.

[Signatures Appear on the Following Page.]

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

SELLERS:

BIOZONE SCIENTIFIC INTERNATIONAL,
INC.

DocuSigned by:
Ari Ahola
By: Ari Ahola
Name: Ari Ahola
Title: CEO

DocuSigned by:
Ari Ahola
Ari Ahola

BUYER:

BIOZONE SCIENTIFIC AMERICA, LLC

By: _____
Name: Paul Morris
Title: Manager

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

SELLERS:

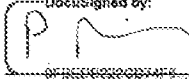
BIOZONE SCIENTIFIC INTERNATIONAL,
INC.

By: _____
Name: _____
Title: _____

Ari Ahola

BUYER:

BIOZONE SCIENTIFIC AMERICA, LLC

By:  _____
Name: Paul Morris
Title: Manager

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A

Intellectual Property Assets

[See attached.]

Section 4.11(a) Intellectual Property
 BioZone Scientific International - Patents

Patent	Patent Status	Entity	Reg. No.	Application No.	Date Filed	Date Granted	Applicant Name	Assignee Name	1st Maintenance	2nd Maintenance	3rd Maintenance	Term	Expiration Date	Current Status
Ultraviolet light system	Granted	USPTO	US1037749B2	15/679830	8/16/2017	7/2/2019	BioZone Scientific International, Inc.	BioZone Scientific International, Inc.	1/2/2023	1/2/2027	1/2/2031	20 years	8/16/2037	ISSUED
Electromagnetic radiation emitter identification apparatus and associated methods	Granted	USPTO	US9363963B2	14/303025	6/12/2014	6/7/2016	BioZone Scientific International, Inc.	BioZone Scientific International, Inc.	12/7/2019	12/7/2023	12/7/2027	20 years	6/12/2034	ISSUED
Quartz crystal uv light	Applied	USPTO		17/302590	5/7/2021		BioZone Scientific International, Inc.	BioZone Scientific International, Inc.				20 years	5/7/2041	ISSUED

BioZone Scientific International - Trademarks

Trademark	Entity	Reg. No.	Type/Register	Mark Drawing Code	Owner Name	Owner Address	Primary Email Contact	Registration	Last Maintenance	Term	Expiration Date	Current Status
Current Trademarks												
Biozone	USPTO	4289051	Trademark/Principal	(4) STANDARD CHARACTER MARK	Biozone Scientific International, Inc	7751 Kingspointe W. Suite 124 Orlando FL 32819	saara.ahola@biozonescientific.com	2/12/2013	2/1/2019	10	2/12/2023	REGISTERED
Clean Air UV	USPTO	4805773	Trademark/Supplemental	(4) STANDARD CHARACTER MARK	Biozone Scientific International, Inc	7751 Kingspointe W. Suite 124 Orlando FL 32819	adam.anthony@biozonescientific.com	9/1/2015	12/16/2020	6	9/1/2021	REGISTERED
IceZone	USPTO	5391535	Trademark/Principal	(4) STANDARD CHARACTER MARK	Biozone Scientific International, Inc	7616 Southland Blvd Ste 114 Orlando FL 32809	saara.ahola@biozonescientific.com	1/30/2018	1/30/2018	6	1/30/2024	REGISTERED
CellCare	USPTO	6233171	Trademark/Principal	(4) STANDARD CHARACTER MARK	Biozone Scientific International, Inc	7616 Southland Blvd Ste 114 Orlando FL 32809	saara.ahola@biozonescientific.com	6/4/2020	6/4/2020	6	6/4/2026	REGISTERED
PowerZone	USPTO	6233193	Trademark/Principal	(4) STANDARD CHARACTER MARK	Biozone Scientific International, Inc	7616 Southland Blvd Ste 114 Orlando FL 32809	saara.ahola@biozonescientific.com	6/4/2020	6/4/2020	6	6/4/2026	REGISTERED
OGI	USPTO	7184	Trademark/Principal	(4) STANDARD CHARACTER MARK	Biozone Scientific International, Inc	7616 Southland Blvd Ste 114 Orlando FL 32809	adam.anthony@biozonescientific.com	12/22/2020	6/4/2020	6	12/22/2026	REGISTERED
CAVO	USPTO	7184	Trademark/Principal	(4) STANDARD CHARACTER MARK	Biozone Scientific International, Inc	7616 Southland Blvd Ste 114 Orlando FL 32809	adam.anthony@biozonescientific.com	12/22/2020	4/10/2017	6	12/22/2026	REGISTERED
Biozone	EUPO	6321971	Trademark	(4) STANDARD CHARACTER MARK	Biozone Scientific International, Inc	7616 Southland Blvd Ste 114 Orlando FL 32809	adam.anthony@biozonescientific.com	10/1/2007		10	10/1/2027	REGISTERED
Biozone Scientific International	JAPAN	6383212	Trademark	(4) STANDARD CHARACTER MARK	Biozone Scientific International, Inc	Limousine 4 B, F12800 Espoo, FINLANDIA	adam.anthony@biozonescientific.com	3/12/2021		20	3/12/2031	REGISTERED

BioZone Scientific International - Domain Names

Domain Names

biozonescientific.com

icezone-x.com

icezonex.com

biozoneac.com

clean-air-uv.com

coilcare.com

odor-grease-removal.com

TRADEMARK

REEL: 007452 FRAME: 0902

BioZone Scientific International - Copyrights and Software

Copyrights

UVCalc modeling software US Copyright Office case # 1-10120726591

Software

UVCalc UV irradiation modeling software for surface and air stream disinfection

TRADEMARK

REEL: 007452 FRAME: 0903

RECORDED: 10/15/2021