

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sussman-Automatic Corporation		10/04/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Atmos Project, LLC		
Street Address:	435 Industrial Road		
City:	Savannah		
State/Country:	TENNESSEE		
Postal Code:	38372		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	4770454	TALA	
Registration Number:	4039221	SPA PACKAGE	
Registration Number:	4039220	BUTLER PACKAGE	
Registration Number:	4846338	MYSTEAM	
Registration Number:	4860510		
Registration Number:	4079251	EXPRESS STEAM	
Registration Number:	4156044	VIRTUAL SPA SYSTEM	
Registration Number:	4177306	AUTOSTEAM	
Registration Number:	5004324	AIRTEMPO	
Registration Number:	4191354	CHROMASTEAM	
Registration Number:	4203794	THE INTELLIGENT STEAMBATH	
Registration Number:	4258310	HOMEWIZARD	
Registration Number:	5110211	TALA BATH & BODY	
Registration Number:	4269078	IBUTLER	
Registration Number:	4318582	STEAMSTART	
Registration Number:	4318493	STEAM IN A BOX	
Registration Number:	4325323	ITEMPO/PLUS	
Registration Number:	4325320	ITEMPO	
Registration Number:	5206526	LINEAR STEAMHEAD	

OP \$990.00 4770454

Property Type	Number	Word Mark
Registration Number:	5206525	LINEAR
Registration Number:	2781610	WARMATOWEL
Registration Number:	1824963	AUTOFLUSH
Registration Number:	4502869	CT DAY SPA
Registration Number:	4556748	IDREAM PACKAGE
Registration Number:	4560983	ISPA PACKAGE
Registration Number:	4560961	FEEL GOOD INC.
Registration Number:	5522915	STEAMLINX
Registration Number:	3142707	MR. STEAM
Registration Number:	3286990	MR. STEAM
Registration Number:	3407537	STEAMTHERAPY
Registration Number:	3544461	CLUB THERAPY
Registration Number:	3581500	FROM BATHROOM TO SPA
Registration Number:	3581511	MAKING WELLNESS A WAY OF LIFE
Registration Number:	3606417	ISTEAM
Registration Number:	3632285	MUSICTHERAPY
Registration Number:	2308770	MR STEAM
Registration Number:	2322146	STEAM@HOME
Registration Number:	2416562	CLEAN STEAM ... EVERY TIME
Registration Number:	2455664	STEAM ON DEMAND

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: 2052524639

Email: lyordy@bradley.com

Correspondent Name: Lucas R. Yordy

Address Line 1: 1600 Division Street, Ste. 700

Address Line 4: Nashville, TENNESSEE 37203

NAME OF SUBMITTER: Lucas R. Yordy

SIGNATURE: /Lucas R. Yordy/

DATE SIGNED: 12/23/2021

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of October 4, 2021 (the “Effective Date”), by and between Sussman-Automatic Corporation, a New York corporation (the “Assignor”), and Atmos Project, LLC, a Delaware limited liability company (“Assignee” and, together with Assignor, the “Parties”).

WHEREAS, Assignor, Assignee, the Shareholders (as defined therein) and, for the purposes of certain Sections, ABG Operating, LLC, a Delaware limited liability company, have entered into that certain Asset Purchase Agreement, dated October 4, 2021 (the “Purchase Agreement”), pursuant to which the Assignor has agreed to sell, and Assignee to purchase, all Owned Intellectual Property other than (i) the Owned Intellectual Property that is used or held for use exclusively in the Excluded Business; and (ii) Owned Intellectual Property that is common to both Sussman Electric Boiler ES Models and MrSteam CU Models (collectively, the “Assigned Intellectual Property”); and

WHEREAS, the Parties desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery of this instrument evidencing the transfer of the Assigned Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein or below shall have the meanings ascribed to such terms in the Purchase Agreement:

a. “Business” means the business of designing and manufacturing steam shower systems.

b. “Intellectual Property” means any and all proprietary, industrial and intellectual property rights in any jurisdiction throughout the world, both statutory and common law rights, including: (i) trademarks, trade names, slogans, trade dress, service marks, internet domain names, and other identifiers of source, including all applications and registrations thereof and the goodwill associated with the foregoing; (ii) copyrights, moral rights, database rights, rights in software, other rights in works of authorship and applications and registrations related to the foregoing; (iii) trade secrets, know-how, and rights in confidential information, including designs, formulations, concepts, compilations of information, methods, techniques, procedures, and processes, whether or not patentable; and (iv) patents and patent applications, utility models, and supplementary protection certificates, and extensions, divisions, continuations, continuations-in-part, reexaminations, and reissues thereof.

c. “Owned Intellectual Property” means all Intellectual Property owned or purported to be owned by Assignor.

2. Assignment. Effective as of the Effective Date, Assignor hereby absolutely and unconditionally assigns, transfers, sells, conveys, grants and delivers unto Assignee, and Assignee

hereby accepts and assumes from Assignor, all of Assignor's right, title and interest and good and marketable title in and to the Assigned Intellectual Property, together the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Assigned Intellectual Property, including the goodwill of the businesses connected to the use of any of the Assigned Intellectual Property, in all cases free and clear of all Encumbrances (other than Permitted Encumbrances), the same to be held and enjoyed by Assignee, its and its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by Assignor if this sale had not been made.

3. Absolute Conveyance. The conveyance of the Assigned Intellectual Property hereunder is an absolute transfer to Assignee.

4. Further Actions. After the Effective Date, the Parties shall execute and deliver such other certificates, agreements, conveyances and other documents, and take such other action, as may be reasonably requested by the other Party in order to complete the sale, assignment, transfer and conveyance to Assignee of all of the right, title and interest of Assignor in, to and under the Assigned Intellectual Property hereby sold, assigned, transferred or conveyed, or intended so to be. Specifically, as to Assignor, Assignor hereby covenants and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Assigned Intellectual Property) known to Assignor with respect to the Assigned Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Assigned Intellectual Property and in enjoying the full benefits thereof.

5. Purchase Agreement. This Agreement is delivered pursuant to the Purchase Agreement, and is subject to all of the representations, warranties, covenants and agreements set forth in the Purchase Agreement. In the event of any inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and shall supersede this Assignment in all respects.

6. No Third Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or shall be construed to or shall confer upon any person other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Assignment.

7. Binding Effect: Assignment. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

8. Governing Law. This Assignment and any action arising from or relating to this Assignment, any relief or remedies sought by any Parties hereto and thereto and the rights and obligations of the Parties hereunder and thereunder shall be governed by and construed and

enforced in accordance with the substantive laws of the State of New York, without regard to the conflicts of law provisions thereof that would cause the laws of any other jurisdiction to apply.

9. Dispute Resolution. The Parties hereto agree that any dispute arising from or relating to this Assignment or the subject matter hereof shall be resolved in accordance with, and subject to, Section 9.10 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial) of the Purchase Agreement.

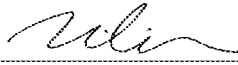
10. Counterparts. This Assignment may be executed in several counterparts (including by facsimile or other electronic means), each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:

**SUSSMAN-AUTOMATIC
CORPORATION**

By: _____

Name: Michael Pinkus

Title: President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

ASSIGNEE:

ATMOS PROJECT, LLC

By: BAKL


Name: Brent Korb


Title: Chief Financial Officer

25. Disclosure Schedule Section 3.13(a) Registered IP

[See following pages]

U.S. Trademarks

IP Office	Title/Literal Element	Status	Application #	Registration #	Class. Nos.	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
United States (USPTO)	TALA	Registered - Principal Register	86976357	4770454	3, 24	02/24/2014	07/07/2015	Sussman-Automatic Corporation
United States (USPTO)	SPA PACKAGE	Section 8 and 15 declarations accepted	77955791	4039221	9, 11	03/10/2010	10/11/2011	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	BUTLER PACKAGE	Section 8 and 15 declarations accepted	77955778	4039220	9, 11	03/10/2010	10/11/2011	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	MYSTEAM	Registered - Principal Register	85675376	4846338	11	07/12/2012	11/03/2015	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)		Registered - Principal Register	86295083	4860510	3, 21	05/29/2014	11/24/2015	Sussman-Automatic Corporation

United States (USPTO)	EXPRESS STEAM	Section 8 and 15 declarations accepted	85223590	4079251	11	01/21/2011	01/03/2012	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	VIRTUAL SPA SYSTEM	Section 8 declaration accepted	85490011	4156044	42	12/07/2011	06/05/2012	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	AUTOSTEAM	Section 8 declaration accepted	85412058	4177306	11	08/31/2011	07/17/2012	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	AIRTEMPO	Registered - Principal Register	86565468	5004324	9	03/16/2015	07/19/2016	Sussman-Automatic Corporation
United States (USPTO)	CHROMASTEAM	Section 8 and 15 declarations accepted	85184811	4191354	11	11/24/2010	08/14/2012	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	THE INTELLIGENT STEAMBATH	Section 8 declaration accepted	85175452	4203794	11	11/12/2010	09/04/2012	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	HOMEWIZARD	Section 8 and 15 declarations accepted	85256299	4258310	9	03/02/2011	12/11/2012	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	TALA BATH & BODY 	Registered - Principal Register	86295141	5110211	3	05/29/2014	12/27/2016	Sussman-Automatic Corporation
United States (USPTO)	IBUTLER	Section 8 and 15 declarations accepted	85381249	4269078	9	07/26/2011	01/01/2013	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	STEAMSTART	Section 8 and 15 declarations accepted	85558946	4318582	9	03/02/2012	04/09/2013	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	STEAM IN A BOX	Section 8 and 15 declarations accepted	85535977	4318493	9, 11	02/07/2012	04/09/2013	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	ITEMPO/PLUS	Section 8 and 15 declarations accepted	85493149	4325323	9	12/12/2011	04/23/2013	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	ITEMPO	Section 8 and 15 declarations accepted	85492063	4325320	9	12/09/2011	04/23/2013	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	LINEAR STEAMHEAD	Registered - Supplemental Register	86691989	5206526	11	07/14/2015	05/16/2017	Sussman-Automatic Corporation

United States (USPTO)	LINEAR	Registered - Supplemental Register	86691885	5206525	11	07/14/2015	05/16/2017	Sussman-Automatic Corporation
United States (USPTO)	WARMATOWEL	Registered and renewed	76465077	2781610	11	11/04/2002	11/11/2003	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	AUTOFLUSH	Registered and renewed	74319879	1824963	9	10/02/1992	03/08/1994	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	CT DAY SPA	Section 8 declaration accepted	85806640	4502869	9, 11	12/19/2012	03/25/2014	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	IDREAM PACKAGE	Section 8 declaration accepted	85789865	4556748	9	11/28/2012	06/24/2014	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	ISPA PACKAGE	Section 8 and 15 declarations accepted	85788559	4560983	9, 11	11/27/2012	07/01/2014	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	FEEL GOOD INC.	Section 8 and 15 declarations accepted	85778005	4560961	9, 11	11/13/2012	07/01/2014	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	STEAMLINK	Registered - Principal Register	87640166	5522915	9	10/10/2017	07/24/2018	Sussman-Automatic Corporation
United States (USPTO)	MR. STEAM	Registered and renewed	76520642	3142707	11	11/12/2004	09/12/2005	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	MR. STEAM	Registered and renewed	78727768	3286990	11	10/06/2005	08/28/2007	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	STEAMTHERAPY	Registered and renewed	77233412	3407537	11	07/19/2007	04/01/2008	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	CLUB THERAPY	Registered and renewed	77238016	3544461	11	07/25/2007	12/09/2008	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	FROM BATHROOM TO SPA	Registered and renewed	77385298	3581500	11	01/31/2008	02/24/2009	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	MAKING WELLNESS A WAY OF LIFE	Registered and renewed	77393777	3581511	11	02/11/2008	02/24/2009	SUSSMAN-AUTOMATIC CORPORATION

United States (USPTO)	ISTEAM	Registered and renewed	77029857	3606417	11	10/26/2006	04/14/2009	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	MUSIC THERAPY	Registered and renewed	77305092	3632285	9	10/16/2007	06/02/2009	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	MR STEAM	Registered and renewed	75527055	2308770	11	07/27/1998	01/18/2000	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	STEAM@HOME	Registered and renewed	75316818	2322146	11	06/30/1997	02/22/2000	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	CLEAN STEAM ... EVERY TIME	Registered and renewed	75729689	2416562	11	06/14/1999	12/26/2000	SUSSMAN-AUTOMATIC CORPORATION
United States (USPTO)	STEAM ON DEMAND	Section 8 declaration of use/excusable nonuse and Section 9 renewal received	75363142	2455664	9, 11	09/25/1997	05/29/2001	SUSSMAN-AUTOMATIC CORPORATION