

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KARL C. REEVES		05/09/2022	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	C.E.I.N.Y. Corp.		
Street Address:	548 50th Ave.		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11101		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3492297	CONSOLIDATED ELEVATOR	
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:	9723601900		
Email:	ipcalendardept@omm.com		
Correspondent Name:	Brent Rubin		
Address Line 1:	2501 North Harwood Street, Suite 1700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	019866.00004		
NAME OF SUBMITTER:	Brent Rubin		
SIGNATURE:	/Brent Rubin/		
DATE SIGNED:	05/12/2022		
Total Attachments: 4			
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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into on May 9, 2022 (the “**Effective Date**”), by and between C.E.I.N.Y. Corp., a New York corporation (“**Assignee**”) and Karl Reeves (“**Assignor**”). Assignor and Assignee are referred to herein each as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used herein, but not defined, shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the sole shareholder of Assignee and has agreed to enter into that certain Stock Purchase Agreement between Assignor, Assignee and Precision Elevator Corp. (“**Buyer**”), whereby Assignee intends to sell, transfer and convey all of the outstanding Shares of Assignee to Buyer (the “**Purchase Agreement**”);

WHEREAS, under the Purchase Agreement and in connection with the Pre-Closing Transfer, Assignor has agreed to assign, transfer, and convey to Assignee all of Assignor’s right, title and interest in, the Intellectual Property assets specified on Exhibit A attached hereto, which as of the Effective Date, shall be deemed Registered Company Intellectual Property under the Purchase Agreement (the “**Transferred Intellectual Property**”); and

WHEREAS, the Parties have covenanted to enter into this Agreement in connection with the transactions contemplated by the Purchase Agreement.

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

1. **Assignment.** Assignor hereby irrevocably assigns to Assignee Assignor’s entire right, title, and interest in and to the Transferred Intellectual Property including, without limitation, all goodwill appurtenant thereto, the right of priority to file and prosecute patent applications in any and all jurisdictions throughout the world with respect to the patentable subject matter included in the Transferred Intellectual Property. The foregoing assignment includes all claims, actions, rights, and demands to the extent arising from the Transferred Intellectual Property, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including the right to collect and retain all proceeds and damages therefrom. To the full extent permissible under applicable law, Assignor hereby irrevocably and unconditionally assigns to Assignee and waives and agrees never to assert or enforce any moral rights in or with respect to any and all of the Transferred Intellectual Property that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of moral rights.

2. **Further Assurances.** Upon request by Assignee at any time and at Buyer’s expense, Assignor shall cooperate with Assignee and execute all documents and instruments and do all other things deemed necessary or useful by Assignee in connection with the assignment of the Transferred Intellectual Property.

3. **Delivery of Transferred Intellectual Property Documents.** Not later than five (5) days following the Effective Date, Assignor shall deliver to Assignee all Transferred Intellectual Property Documents to the extent not already in Assignee’s possession. For purposes of this Agreement, “**Transferred Intellectual Property Documents**” means all documents, records, and files in the possession or control of Assignor or their counsel or agents relating to the Transferred Intellectual Property, including, without limitation: (i) original patent or trademark applications for the Transferred Intellectual Property; (ii) complete prosecution files and docketing reports, including materials filed or

prepared for the purpose of being filed with the United States Patent and Trademark Office or similar authority in any other jurisdiction; (iii) originals of all assignment agreements in its possession relating to the Transferred Intellectual Property; (iv) copies of laboratory notebooks, documents, records, and files relating to the conception or reduction to practice of the claims made in the Transferred Intellectual Property; (v) copies of documents, records, and files relating to any marking activities or to the assertion, licensing, enforcement or defense of the Transferred Intellectual Property; and (vi) copies of any other materials or information in the possession or control of, or known to, Assignor, its counsel, or agents that is reasonably likely to be required to be produced in any litigation to enforce the Transferred Intellectual Property; but with respect to all of the foregoing, specifically excluding any attorney-client or work-product privileged information.

4. **Recordation.** Upon request by Assignee, Assignor shall deliver to Assignee duly-executed short-form assignments in such form as may be provided by Recipient with respect to the patents, registered trademarks, registered copyrights, and applications for any of the foregoing included in the Transferred Intellectual Property.

5. **General.** The terms set forth in Article IX (*Miscellaneous*) of the Purchase Agreement are incorporated herein by reference and made a part hereof as if set out in full herein.

[Signature Page Follows]

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

ASSIGNOR:

DocuSigned by:
Karl C. Reeves

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Karl C. Reeves

ASSIGNEE:

C.E.I.N.Y. CORP.,
A New York corporation

By: *Karl C. Reeves*

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Name: Karl Reeves
Title: President

Exhibit A

Transferred Intellectual Property

Registered Trademarks

Mark	Country	Owner	Filing Date	Serial No.	Reg. Date	Reg. No.	Status
CONSOLIDATED ELEVATOR	US	REEVES, KARL C.	26-JAN-2008	77381339	26-AUG-2008	3492297	Registered