

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801034

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900742057		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMPRONIX, INC.		12/16/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AMPRONIX, LLC		
Street Address:	15 WHATNEY		
City:	IRVINE		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5452657	HYBRIDPIXX	
Registration Number:	5450842	MEDVIXX	
Registration Number:	2742314	AMPRONIX	
CORRESPONDENCE DATA			
Fax Number:	2138910400		
<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:	213-891-0700		
Email:	pnulud@buchalter.com, mmandel@buchalter.com, shinojosa@buchalter.com, crowe@buchalter.com		
Correspondent Name:	PHILIP NULUD/MONICA MANDEL/SIGI HINOJOSA		
Address Line 1:	BUCHALTER, APC		
Address Line 2:	1000 WILSHIRE BOULEVARD, SUITE 1500		
Address Line 4:	LOS ANGELES, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	P5698-0002 [PN:VMM:SH]		
NAME OF SUBMITTER:	V. MONICA MANDEL		
SIGNATURE:	/V. Monica Mandel/		
DATE SIGNED:	04/06/2023		
Total Attachments: 7			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment Agreement”) is made and entered into as of December 16, 2022 (the “Effective Date”), by and between Ampronix, Inc., a California corporation (“Assignor”), and Ampronix, LLC, a Delaware limited liability company (“Assignee” and together with Assignor, the “Parties” and each, individually, a “Party”). Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement of even date herewith, by and among the Parties, Aladdin Doroudi and Azar Doroudi (the “Purchase Agreement”).

WHEREAS, Assignee has acquired the Purchased Assets from Assignor pursuant to the Purchase Agreement; and

WHEREAS, in connection with the Purchase Agreement, Assignor desires to assign to Assignee certain intellectual property included in the Purchased Assets, and Assignee desires to acquire from Assignor such intellectual property;

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

1. Assignment. In accordance with and subject to all of the terms and conditions of the Purchase Agreement, Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee and its successors and assigns its entire right, title and interest in and to the intellectual property set forth on Schedule A, including all common law rights in and to the trademarks listed therein (the “Marks”), as well as the goodwill symbolized by the Marks, and all on-going and existing business associated with the Marks (collectively, the “Intellectual Property”).
2. Filing and Recordation. The Parties hereto agree that Assignee shall promptly file and record this IP Assignment Agreement, or the equivalent of this IP Assignment Agreement to the extent required, with the appropriate governmental authority as necessary to record Assignee as the assignee and owner of the Intellectual Property. Assignor and Assignee authorize and request that the United States Patent and Trademark Office, the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the Intellectual Property and register the registrations, from any pending applications included in the Intellectual Property to Assignee upon issuance or registration.
3. Assistance. From time to time hereafter, and without further consideration, Assignor shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer as Assignee may reasonably request to effect, consummate, confirm or evidence the transfer to Assignee, its successors and assigns of all of the Intellectual Property in accordance with the foregoing and as may be reasonably necessary to carry out of the intentions and purposes of this IP Assignment Agreement. Each Party shall pay its own costs incurred to comply with its obligations hereunder.

4. Successors. This IP Assignment Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Governing Law; Prevailing Party Legal Fees. Sections 13 and 14 of the Purchase Agreement are hereby incorporated by reference and shall apply to this IP Assignment Agreement, *mutatis mutandis*.
6. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts (including by means of DocuSign (or similar) or transmission in portable document format (.pdf)), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.
7. Representations and Warranties. This IP Assignment Agreement is delivered pursuant to and is subject to the terms of the Purchase Agreement, including the representations, warranties, and agreements set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment Agreement, the terms of the Purchase Agreement shall govern.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee caused this IP Assignment Agreement to be duly executed as of the date first written above.

ASSIGNOR

Ampronix, Inc.

By: 

Name: Aladdin Doroudi

Title: Chief Executive Officer

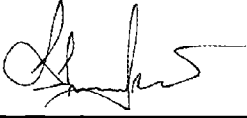
IN WITNESS WHEREOF, Assignor and Assignee caused this IP Assignment Agreement to be duly executed as of the date first written above.

ASSIGNEE

Ampronix, LLC

By: Innovative Display Systems, LLC
Its: Member

By: Danesh Capital, LLC
Its: Manager

By: 
Name: Polly Preventza
Title: Manager

Schedule A

Patent No: US 10,543,056 B2 Date of patent Jan,28th 2020 Mount for redundant Flat-Screen monitors used in Medical Imaging Applications.


Trademark Registration Number 5452657 registered on 4-24-2018 for the word HYBRIDPIXX

Trademark Registration Number 5450842 registered on 4-24-2018 for the word MEDVIXX

Trademark Registration Number 2742314 registered on 7-29-2003 for the word AMPRONIX

Signature Certificate

Reference number: VKQSO-4AMVC-3RFMX-PEQPC

Signer	Timestamp	Signature
spyridoula preventza Email: polly_preventza@hotmail.com		
Sent:	22 Dec 2022 21:13:38 UTC	
Signed:	22 Dec 2022 21:13:38 UTC	

IP address: 89.26.28.10

Document completed by all parties on:
22 Dec 2022 21:13:38 UTC

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