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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM817252

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MJB Toledo, Inc.		06/05/2023	Corporation: OHIO

### **RECEIVING PARTY DATA**

Name:	Werksitz Gmbh W. Milewski	
Street Address:	Telefunkenstrasse 9	
City:	Zeil am Main	
State/Country:	GERMANY	
Postal Code:	D-97475	
Entity Type:	Corporation: GERMANY	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	2734652	WORK SEATS	
Registration Number:	3132937		

### CORRESPONDENCE DATA

**Fax Number:** 4192497151

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:** 4192497100

**Email:** evans@marshall-melhorn.com

Correspondent Name: Stephen Evans

Address Line 1: Four SeaGate, 8th Floor Address Line 4: Toledo, OHIO 43604

NAME OF SUBMITTER:	Stephen Evans
SIGNATURE:	/Stephen Evans/
DATE SIGNED:	06/14/2023

### **Total Attachments: 3**

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made, entered into and effective as of June 5, 2023 by MJB Toledo, Inc., and Ohio Corporation fka NSS Enterprises, Inc., an Ohio Corporation, having a principle place of business at 3115 Frenchmens Road, Toledo, Ohio 43607 (the "Assignor"), in favor of WERKSITZ GmbH W. Milewski, a German Corporation, having a principle place of business at Telefunkenstrasse 9, D-97475 Zeil am Main, Germany (the "Assignee").

The Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in, and to execute this Trademark Assignment to enable the Assignee to record the assignment of (i) the trademarks, service marks and trademark and service mark applications, and (ii) all foreign counterparts and extensions of the trademarks, service marks and trademark and service mark applications, in each case listed on <a href="Schedule 1">Schedule 1</a> attached hereto and incorporated herein (collectively, the "Assigned Marks").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereby agrees as follows:

- 1. Assignment. The Assignor hereby conveys, transfers and assigns to the Assignee any and all legal and beneficial right, title and interest of the Assignor in and to the Assigned Marks to hold unto the Assignee absolutely and in perpetuity (or for the longest period of time otherwise permitted by law), together with all related common-law rights and all goodwill associated therewith and all causes of action and rights to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives), damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, in each case free and clear of all mortgages, pledges, security interests, liens, reservations and contract rights of third parties. The Assignee is to hold all right, title and interest in and to the Assigned Marks as fully and exclusively as it would have been held and enjoyed by the Assignor had the assignment in Section 1 not been made.
- 2. <u>Authorization</u>. The Assignor authorizes and requests the United States Patent and Trademark Office to record the Assignee as the assignee and owner of the Assigned Marks and to issue any renewals which may be granted on any registrations associated with the Assigned Marks to the Assignee as assignee of the entire right, title and interest therein and thereto.
- 3. <u>Further Assurances</u>. Each party shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Trademark Assignment. Without limiting the foregoing, the Assignor agrees, without additional consideration, to take such further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Assigned Marks to the Assignee.

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- 4. <u>Entire Agreement</u>. This Trademark Assignment (including the Schedule) contains the entire agreement of the parties with regard to the subject matter hereof.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon each party and its respective successors and assigns.
- 6. <u>Governing Law</u>. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Ohio, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Ohio to be applied.
- 7. <u>Counterparts</u>. This Trademark Assignment may be executed and delivered electronically and in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be executed as of the date first written above.

## **ASSIGNOR:**

MJB Toledo, Inc. fka NSS Enterprises, Inc.

Mark Bevington

# **SCHEDULE 1**

# ASSIGNED MARKS

Mark	U.S. Registration Number	U.S. Registration Date
Ŝ	3132937	August 22, 2006
WORK SEATS	2734652	July 8, 2003