

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM836950

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Confirmatory Trademark Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maglia Holdings LLC d/b/a TechPats		08/15/2023	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	J.S. Held LLC		
<b>Street Address:</b>	50 Jericho Quadrangle, Suite #117		
<b>City:</b>	Jericho		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11753		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4674359	TECHPATS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>			
<b>Phone:</b>	202.739.5074		
<b>Email:</b>	jennifer.evans@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	106056-0072		
<b>NAME OF SUBMITTER:</b>	Jennifer C. Evans		
<b>SIGNATURE:</b>	/Jennifer C. Evans/		
<b>DATE SIGNED:</b>	09/05/2023		
<b>Total Attachments: 3</b>			
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## CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of September 1, 2023 by and between Maglia Holdings LLC d/b/a TechPats, a Pennsylvania limited liability company (the “Assignor”), and J.S. Held LLC, a Delaware limited liability company (the “Assignee”). Assignor and Assignee are each referred to herein as a “Party” and collectively herein as the “Parties.”

WHEREAS, Assignor and Assignee and certain other parties have entered into that certain Asset Purchase Agreement, dated as of August 15, 2023 (the “Asset Purchase Agreement”); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, the Assignor agreed to, among other things, sell, assign, transfer, convey and deliver to the Assignee all of the Assignor’s right, title, and interest in, to, and under the Intellectual Property included in the purchased Assets, including the U.S. federal trademark registration for TECHPATS (U.S. Reg. No. 4674359) (referred to herein as the “Assigned Mark”).

NOW, THEREFORE, in consideration of the premises, covenants and representations set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used herein shall have the meanings assigned to such terms in the Asset Purchase Agreement.

2. The Assignor hereby confirms that it sold, conveyed, transferred, assigned, and delivered to the Assignee, and its successors and assigns, and Assignee hereby confirms that it has purchased, acquired, and accepted from Assignor, free and clear of any Liens, all of Assignor’s right, title, and interest in, to, and under the Assigned Mark, including all goodwill associated therewith and all rights to sue and recover remedies resulting from the past and future infringement thereof, whether accruing before, on or after the date hereof.

3. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. The Assignor shall, for no additional consideration, execute and deliver any and all instruments and documents, including confirmatory assignments suitable for recording in the relevant international jurisdictions, and take such further actions as may be necessary or reasonably requested by the Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, provided that the Assignee shall be solely responsible for filing and recording such documents.

4. For purposes of this Assignment, the word “include”, “includes”, and “including” when used in this Assignment shall be deemed to be followed by the words “without limitation”, unless otherwise specified. A reference to any Party to this Assignment or any other agreement or document shall include such Party’s predecessors, successors and permitted assigns.

Reference to any Law means such Law as amended, modified, codified, replaced or reenacted, and all rules and regulations promulgated thereunder.

5. This Assignment shall be governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of Laws rules or provisions that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

6. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS ASSIGNMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF DELAWARE OR THE COURTS OF THE STATE OF DELAWARE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7. If any court of competent jurisdiction determines that the provisions of this instrument are illegal, invalid or unenforceable, then such provisions shall be construed so that the remaining provisions of this instrument shall not be affected, but shall remain in full force and effect, and any such illegal, invalid or unenforceable provisions shall be deemed, without further action on the part of any person or entity, to be modified, amended and/or limited to the extent necessary to render the same valid and enforceable.

8. This Assignment may be executed in counterparts, including by electronic signature, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

9. To the extent any term, condition, or provision of this Assignment is in any way inconsistent with or in conflict with any term, condition or provision of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

**ASSIGNOR:**

MAGLIA HOLDINGS LLC D/B/A TECHPATS

By: DocuSigned by:  
*Chris Wichser*

FA5C01298A904D0...  
Name: Chris Wichser

Title: Chief Executive Officer

**ASSIGNEE:**

J.S. HELD LLC

By: DocuSigned by:  
*Scott Katcher*

B9B07413327A94D...  
Name: Scott Katcher

Title: Secretary \_\_\_\_\_