

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warbird Capital LLC		12/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Dual Draft LLC		
Street Address:	60 Bennington Place		
City:	New Canaan		
State/Country:	CONNECTICUT		
Postal Code:	06840		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90879540	DUAL DRAFT INTEGRATED AIRFLOW BY IHS	
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:	9289784308		
Email:	mwallace@pitplaw.com		
Correspondent Name:	Michael Wallace		
Address Line 1:	4641 E Ivy St		
Address Line 4:	Mesa, ARIZONA 85205		
NAME OF SUBMITTER:	Michael T Wallace		
SIGNATURE:	/Michael T Wallace/		
DATE SIGNED:	12/21/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT ("Assignment") is made as of October 19, 2023 ("Effective Date") by and between Warbird Capital LLC, a Delaware limited liability company with its principal place of business at 60 Bennington Place, New Canaan, CT 06840 ("Assignor") and Dual Draft LLC, a Delaware limited liability company with its principal place of business at 60 Bennington Place, New Canaan, CT 06840 ("Assignee") (each a "Party," collectively the "Parties").

RECITALS

WHEREAS, Assignor wishes to transfer and assign to Assignee all right, title, and interest in and to its Trademarks listed in Schedule A and Patents listed in Schedule B (collectively, the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to the Intellectual Property.

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

1. Trademark Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors and assigns, as of the Effective Date, any and all of Assignor's rights, title, and interest in and to the Trademarks listed in Schedule A, in the United States of America and any foreign countries, including, without limitation, all common law rights therein, all rights in the applicable registrations and/or applications thereof, all rights of registration, renewal, and extension thereof, the right to sue for and collect on all claims for damages and profits by reason of past, present and future infringements thereof and all other corresponding rights, together with all of the goodwill and intangible benefits associated therewith, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. Patent Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors and assigns, as of the Effective Date, full and exclusive right, title, and interest, throughout the world, in the Patents listed in Schedule B, including without limitation any and all rights to past, present, and future income, royalties, and damages and all payments now or hereafter due or payable with respect thereto, and all causes of action, either in law or in equity, and the right to sue, counterclaim, obtain injunctive relief, and recover damages for past, present, and future infringement of the rights assigned or to be assigned hereunder, any and all rights to inventions corresponding to or disclosed by the Patents and applications listed in Schedule B, including any and all rights to provisional, non-provisional, continuation, continuation-in-part, divisional, national phase of PCT applications, international, foreign, regional and convention applications, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights such as the right to claim priority thereto, and any and all International Convention rights.

3. Further Assurances. Assignor hereby authorizes Assignee to file and record this Assignment with the U.S. Patent and Trademark Office and with any governing body in any country or countries foreign to the United States, whose duty it is to issue patents, trademarks, and other forms of intellectual property protection. Assignor will take such actions and execute and deliver to Assignee, or any other party designated by Assignee, any further documents or instruments as Assignee may reasonably require to evidence and make effective the assignments hereunder. If Assignee is unable, because of Assignor's unwillingness or for any other reason, to secure Assignor's signatures, approvals or other documents or assistance necessary to transfer the Intellectual Property rights set forth above into Assignee's name or to otherwise effect the assignments herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney-in-fact to act for and on Assignor's behalf and stead for the limited purpose of executing, filing and approving the foregoing actions and taking all other lawfully permitted actions to effect the assignments herein with the same legal force and effect as if executed by Assignor.

4. Successor and Assigns. This Agreement shall inure to the benefit of, and be binding on, the Parties hereto, their heirs, successors and assigns, and each and all of their representatives, officers, directors, shareholders, members, partners, employees, agents, affiliates, and subsidiaries.

5. Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party that (a) it is a company duly organized, validly existing and in good standing under the laws of the state or jurisdiction in which it is incorporated or organized; (b) it has all requisite company power and authority to execute and deliver this Assignment; (c) this Assignment has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid and binding obligation of such Party and is enforceable against it in accordance with its terms; and (d) the execution and delivery of this Agreement and the performance of such Party's obligations hereunder: (i) do not conflict with or violate any requirement of applicable law or any provisions of such Party's charter documents in any material way, and (ii) do not conflict with, violate or breach or constitute a default or require any consent under, any contractual obligation or court or administrative order by which such Party is bound.

6. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. Jurisdiction. If any dispute arises out of or in connection with this Agreement, the Parties irrevocably consent and submit to the exclusive jurisdiction of federal and state courts located in Delaware, and waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient.

8. Severability. If any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such provision shall be rendered void and not affect any other provision of this Agreement, and the remainder of this Agreement shall continue in full force and effect as though such provision had not been contained in this Agreement. If the scope of any provision in this Agreement is found to be too broad to permit enforcement of such provision to its full extent, the Parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties regarding the subject matter hereof, and supersedes all prior written or verbal agreements, representations and understandings relative to such matters, whether in physical or electronic form.

10. Electronic Notice. Notices to either Party under this Agreement may be given electronically or by registered or certified mail, return receipt requested, addressed to the Party to be served at the Party's address as set forth above; or by fax to the relevant fax number with confirmed receipt by the Party being notified; or by hand delivery to Party being notified. Either Party may change its contact information by notice given in the manner above.

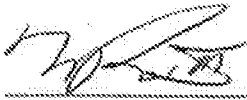
11. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Signature Pages Follow]

Assignor

Warbird Capital LLC

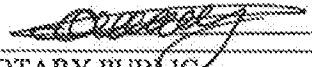
Date: 12/5/23

By: 
Name: Nicholas J. Pastushan III
Title: Member

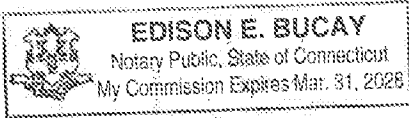
State of: Connecticut

County of: Fairfield

On this 5 day of December 2023, before me, the undersigned notary public, personally appeared Nicholas J. Pastushan III, proved to me through satisfactory evidence of identification, which was a driver license, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

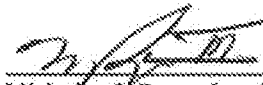

NOTARY PUBLIC

My commission expires: March 31, 2028



Assignee
Dual Draft LLC

Date: 12/5/23

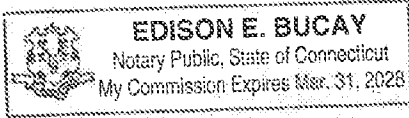
By: 
Name: Nicholas J. Pastushan III
Title: Member

State of: Connecticut

County of: Fairfield

On this 5 day of December 2023, before me, the undersigned notary public, personally appeared Nicholas J. Pastushan III, proved to me through satisfactory evidence of identification, which was a driver license, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.



NOTARY PUBLIC



My commission expires: March 31, 2028

SCHEDULE A
TRADEMARKS

I. US Trademarks

Serial No.	Reg. Number	Mark	App. Date	Reg. Date
90879540	N/A	 DUAL DRAFT INTEGRATED AIRFLOW ----- by IHS DUAL DRAFT INTEGRATED AIRFLOW BY IHS	2021-08-12	N/A (Abandoned)

SCHEDULE B

PATENTS

I. US Provisional Utility Patent Applications

Dkt. No.	App. No.	Title	Filed
	63/061,106	DUCTING ASSEMBLY FOR DE-STRATIFICATION AND CONSOLIDATING EXCESS WATER AND NUTRIENTS	2020-08-04
P24771US00	63/294,155	VENTILATION SYSTEM FOR PLANT CULTIVATION	2021-12-28
P24951US00	63/395,015	TRAY SYSTEM FOR PLANT CULTIVATION	2022-08-04
	63/415,715		

II. US Non-Provisional Utility Patents and Applications

	App. No.	Pub./Pat. No.	Title	Filed	Issued
P24354US01	17/200,330	11,197,432	DUCTING ASSEMBLY FOR DE-STRATIFICATION AND CONSOLIDATING EXCESS WATER AND NUTRIENTS	2021-03-12	2021-11-23
P24354US02	17/513,771	2022/0046865	DUCTING ASSEMBLY FOR DE-STRATIFICATION AND CONSOLIDATING EXCESS WATER AND NUTRIENTS	2021-10-28	
P24771US01	18/089,805	2023/0200367	VENTILATION SYSTEM FOR PLANT CULTIVATION	2022-12-28	
	18/230,573		TRAY SYSTEM FOR PLANT CULTIVATION	2023-08-04	

III. Foreign and International Patents and Applications

Dkt. No.	App. No.	Territory	Title	Filed	Issued
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P24354WO00	PCT/US21/44128	PCT	DUCTING ASSEMBLY FOR DE-STRATIFICATION AND CONSOLIDATING EXCESS WATER AND NUTRIENTS	2021/08/02	N/A
P24771WO00	PCT/US22/54125	PCT	VENTILATION SYSTEM FOR PLANT CULTIVATION	2022-12-28	N/A