

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5040363

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF COLLATERAL ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MR. JOHN SCHIFFMANN	04/17/2018
MR. PAUL SCHIFFMANN	04/17/2018
MR. RICHARD SCHIFFMANN	04/17/2018
RECEIVING PARTY DATA	
Name:	JRS FLOORING INVESTMENTS, LLC
Street Address:	179 CAMPANELLI PARKWAY
City:	STOUGHTON
State/Country:	MASSACHUSETTS
Postal Code:	02072
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12059531
Application Number:	60920667
CORRESPONDENCE DATA	
Fax Number:	(617)646-2222
<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:	617-646-2189
Email:	cfsargent@sherin.com
Correspondent Name:	C. FORBES SARGENT III
Address Line 1:	101 FEDERAL STREET
Address Line 2:	SHERIN AND LODGEN LLP
Address Line 4:	BOSTON, MASSACHUSETTS 02110
NAME OF SUBMITTER:	C. FORBES SARGENT III
SIGNATURE:	/C. Forbes Sargent III/
DATE SIGNED:	07/09/2018
Total Attachments: 7	
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ASSIGNMENT AND ASSUMPTION OF SECURITY DOCUMENTS

This Assignment and Assumption of Security Documents (this "Assignment") is made as of April 17, 2018 (the "Effective Date") by and among John Schiffman, an individual with an address at 179 Campanelli Parkway Stoughton, Massachusetts 02072 ("John"), Paul Schiffmann, an individual with an address at 179 Campanelli Parkway Stoughton, Massachusetts 02072 ("Paul"), and Richard Schiffmann, an individual with an address at 179 Campanelli Parkway Stoughton, Massachusetts 02072 ("Richard"; together with John and Paul, the "Assigning Parties") and JRS Flooring Investments, LLC, a Massachusetts limited liability company formed on April 17, 2018, having an address at 179 Campanelli Parkway, Stoughton, Massachusetts 02072 ("Assuming Party").

WHEREAS, Assuming Party's predecessor-in-interest, JRS Flooring Investments, LLC ("Old JRS") loaned \$100,000.00 to Floorazzo Tile, LLC ("Floorazzo") pursuant to a Promissory Note dated July 31, 2009 (the "JRS Note"), which is secured by that certain Security Agreement dated July 31, 2009 (the "Security Agreement") and that certain Collateral Assignment of Trademarks and Letters Patent dated July 31, 2009 (the "Collateral Assignment"; together with the Security Agreement, the "Security Documents");

WHEREAS, Assigning Parties were the former members of Old JRS and received all right, title and interest in and to the Security Documents pursuant to that certain Assignment and Assumption of Security Documents dated as of March 9, 2018; and

WHEREAS, Assigning Parties have formed a new Massachusetts limited liability company on April 17, 2018 under the name of Assuming Party; and

WHEREAS, Assigning Parties desires to assign to Assuming Party all of its rights and delegate to Assuming Party all of its obligations under the Security Documents; and

WHEREAS, Assuming Party desires to accept such assignment of rights and delegation of obligations under the Security Documents.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment**. Assigning Parties hereby grant, convey, transfer, delegate and assign unto Assuming Party, subject to the provisions of this Assignment, the Security Documents, and all of Assigning Parties' right, title and interest in and to the Security Documents.
2. **Assumption**. Assuming Party acknowledges that it has acquired or will acquire concurrently herewith the entire interest of Assigning Parties in and to the Security Documents and hereby accepts and assumes all of Assigning Parties' duties, obligations and liabilities under the Security Documents.



3. **Restatement of Representations and Warranties.** All covenants, representations and warranties initially made by Assigning Parties in the Security Documents are hereby deemed remade by Assuming Party.

4. **Amendment to Security Documents.** The Security Documents shall remain unmodified and in full force and effect, except as expressly set forth herein.

5. **Representations and Warranties.**

a. Assigning Parties represent and warrant that as of the Effective Date they have the full power and authority to execute, deliver and perform all of its obligations under this Assignment.

b. Assuming Party represents and warrants that as of the Effective Date it has the full power and authority to execute, deliver and perform all of its obligations under this Assignment.

6. **No Oral Modification.** This Assignment may not be amended, canceled, discharged, extended or modified except in writing executed by all of the parties hereto.

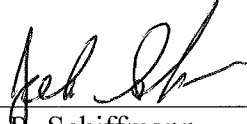
7. **Counterparts.** This Assignment may be executed in counterparts, all of which executed counterparts shall together constitute a single document.

8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the governing law provided in the Security Documents.

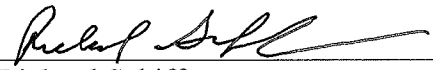
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

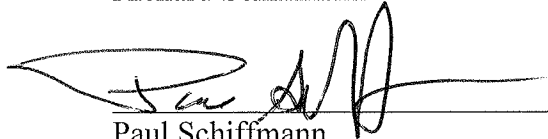
ASSIGNING PARTIES:



John R. Schiffmann



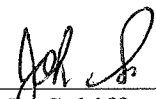
Richard Schiffmann



Paul Schiffmann

ASSUMING PARTY:

JRS FLOORING INVESTMENTS, LLC

By: 

Name: John R. Schiffmann
Title: Manager

Floorazzo expressly consents to the foregoing Assignment, and acknowledges that the Security Documents are in full force and effect, and as of the date hereof has no offsets, defenses, claims or counterclaims against the Assuming Party with respect to any of Floorazzo's liabilities or obligations arising out of the JRS Note or the Security Documents, as amended, and to the extent that Floorazzo has or ever had any such offsets, defenses, or claims, it hereby specifically WAIVES and RELEASES any and all such rights to such offsets, defenses, claims or counterclaims.

FLOORAZZO TILE, LLC

By: _____
Duly Authorized

Date

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNING PARTIES:

John R. Schiffmann

Richard Schiffmann

Paul Schiffmann

ASSUMING PARTY:

JRS FLOORING INVESTMENTS, LLC

By: _____

Name: John R. Schiffmann

Title: Manager

Floorazzo expressly consents to the foregoing Assignment, and acknowledges that the Security Documents are in full force and effect, and as of the date hereof has no offsets, defenses, claims or counterclaims against the Assuming Party with respect to any of Floorazzo's liabilities or obligations arising out of the JRS Note or the Security Documents, as amended, and to the extent that Floorazzo has or ever had any such offsets, defenses, or claims, it hereby specifically WAIVES and RELEASES any and all such rights to such offsets, defenses, claims or counterclaims.

FLOORAZZO TILE, LLC

By: John Sick
John Sick, Pres.
Duly Authorized

6-25-18
Date

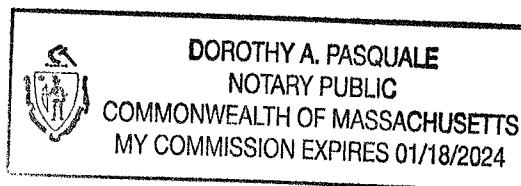
COMMONWEALTH OF MASSACHUSETTS

Norfolk.ss.

June 28, 2018

On this 28 day of June 2018, before me, the undersigned notary public, personally appeared John R. Schiffmann, Paul Schiffmann and Richard Schiffmann, proved to me through satisfactory evidence of identification, which were known to me to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Dorothy A Pasquale
Notary Public
My Commission Expires:



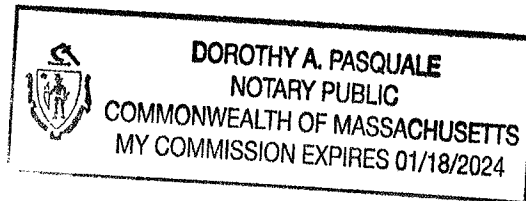
COMMONWEALTH OF MASSACHUSETTS

Marjolein, ss.

June 28, 2018

On this *28* day of *June* 2018, before me, the undersigned notary public, personally appeared John R. Schiffmann, as Manager of JRS Flooring Investments, LLC, proved to me through satisfactory evidence of identification, which were *known to me*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Manager of JRS Flooring Investments, LLC.

Dorothy A Pasquale
Notary Public
My Commission Expires:



STATE OF NORTH CAROLINA

COUNTY OF Chatham

I, Jennifer D. Scott, a Notary Public in and for said County and State, do hereby certify that ~~DONNA M. SICH~~ ^{Donna M. Sich} before me this day personally appeared, who being by me first duly sworn, says that she is a ~~Manager~~ ^{president} of FLOORAZZO TILE, LLC, the limited liability company described in and which executed the foregoing instrument; that she executed said instrument in the limited liability company name by subscribing her name thereto; and that the instrument is the act and deed of said limited liability company.

Date 6-25-18

[Signature]
Signature of Notary Public
(Official Seal)
My commission expires: 4/6/2023



OK