505160136 10/25/2018 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5206903

URE OF CONVEYANCE: ASSIGNMENT NVEYING PARTY DATA Execution Name Execution EXANDER KRISTOFF 03/11/20 CEIVING PARTY DATA Execution CEIVING PARTY DATA 03/11/20 Get Address: 4740 DWIGHT EVANS RD. #D (: CHARLOTTE (: 00/11 CAROLINA Stal Code: 28217	tion Date 016
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RRESPONDENCE DATA Number: (912)236-3003 rrespondence will be sent to the e-mail address first; if that is unsuccessful, it will b ng a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.	e sent
one: 912-236-3001	
ail: jposa@belzerlaw.com	
rrespondent Name: JOHN G. POSA	
dress Line 1: 2905 BULL ST. dress Line 4: SAVANNAH, GEORGIA 31405	
,	
ORNEY DOCKET NUMBER: BZB D651522 ASSIGNMENT	
IE OF SUBMITTER: JOHN G. POSA	
ATURE: /John G. Posa/	
E SIGNED: 10/25/2018	
This document serves as an Oath/Declaration (37 CF	R 1.63).
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PATENT & TRADEMARK QUITCLAIM RELEASE

On this 9th day of March, 2016, I, Alexander Kristoff, residing at 811 Mill Run Drive Charlotte, NC 28209 for good and valuable consideration received from Michael Alexander Inc., who resides at 811 Mill Run Charlotte, NC 28209.

Have remised, released and forever quitclaimed, and do by these presents justly and absolutely remise, release and forever quitclaim unto Michael Alexander Inc. any and all right, title or interest, including but not limited to any copyright, patent or trademark interests that I may have in or to the following:

Patent No. US D651,522 S Trademark Reg. No. 3738442 Trademark No. 3695465 Trademark Reg. No. 4679037

To have and to hold the same unto Michael Alexander Inc. for its sole use and benefit, so that neither I nor any other person or persons in my name and behalf shall or will hereafter claim or demand any right, title or interest in or to the above-described property or any part thereof, but they and every one of them shall by these presents be excluded and forever barred there from.

I am executing this quitclaim pursuant to the provisions of the purchase agreement that I entered into with Michael Alexander Inc. under date of February 24, 2016.

This quitclaim shall bind my heirs, executors, administrators and assigns, and shall endure to the benefit of Michael Alexander Inc., heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

GRANTOR

Alexander M Kits

Name (type or print)

Title (if applicable)

319116 Date

WITNESSED BY: De Mackie W. Leepo' Signature

gnature

DeMee Kik W. Wy Name (type or print)

Title (if applicable)

9/2016

Date

Patent Assignment

This Patent Assignment (the "Agreement") is made and effective this <u>II</u> day of <u>MARCL</u>, 20<u>II</u>, between Michael Alexander Inc. (the "Assignor"), a corporation with its main address at 811 Mill Run Drive Charlotte, NC 28209 and BZB Products, LLC (the "Assignee"), a corporation organized and existing under the laws of the Pennsylvania with its head office located at 592 Griffith Road Charlotte, NC 28217.

WHEREAS, Assignor, has invented a certain new and useful invention (the "Invention") and Assignor holds a patent related thereto, both of which are described in Exhibit A (the "Patent"); and

WHEREAS, Assignce, wishes to acquire the entire rights, title, and interest in the Invention and the Patent;

NOW, THE PARTIES AGREE AS FOLLOWS:

1. ASSIGNMENT

Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, the patent claims, all rights to prepare derivative works, all goodwill and all other rights), in and to the Patent and the Invention.

2. CONSIDERATION

In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the total sum of \$25,000.00 USD as outline in the Purchase Agreement entered into on December 23, 2015.

3. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Invention and the Patent;
- (c) The Invention and Patent are free of any liens, security interests, encumbrances or licenses;
- (d) The Invention and Patent do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Invention and Patent;

- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- (h) The Assignee can register and dispose of the copyright in the Work in the Assignee's own name.

4. ATTORNEY'S FEES

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. AMENDMENT

Only a writing signed by both parties may amend this Agreement.

7. SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. AGREEMENT TO PERFORM NECESSARY ACTS

Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. GOVERNING LAW

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR: <u>Alexander</u> Milhief <u>Alexander</u> Millistoff Name (type or print) <u>Pr=5</u> Mochael Alexander Time Title (if applicable)

<u>3-11-16</u> Date

ASSIGNEE 1 da Signature

1. Stefe Name (type or print)

Title (if applicable)

<u> 3-11-2016</u> Date