

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6566823

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CADDY PRODUCTS, INC.	01/01/2019

RECEIVING PARTY DATA

Name:	MIT ACQUISITION CO. LLC
Street Address:	17760 NEWHOPE STREET
City:	FOUNTAIN VALLEY
State/Country:	CALIFORNIA
Postal Code:	92708

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	6641101
Patent Number:	D542066
Patent Number:	6976735
Patent Number:	RE39392
Patent Number:	D592418
Patent Number:	7198327
Patent Number:	D546593
Patent Number:	D548015
Patent Number:	7614703
Patent Number:	RE41624
Patent Number:	D563177
Patent Number:	D559630
Patent Number:	D574669
Patent Number:	D574197
Patent Number:	D635832
Patent Number:	D804394
Patent Number:	D820050
Patent Number:	D826658
Patent Number:	D862987
Patent Number:	10772435

PATENT

Property Type	Number
Patent Number:	D869911

CORRESPONDENCE DATA

Fax Number: (612)334-3312
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: 6123343222
Email: mneumann@wck.com
Correspondent Name: Z. PETER SAWICKI
Address Line 1: 121 SOUTH EIGHTH STREET, SUITE 1100
Address Line 2: WESTMAN, CHAMPLIN & KOEHLER, P.A.
Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	C063.01-0001
NAME OF SUBMITTER:	Z. PETER SAWICKI
SIGNATURE:	/Z. Peter Sawicki/
DATE SIGNED:	02/23/2021

Total Attachments: 12

source=2021-02-23 Asset Purchase Agreement#page1.tif
source=2021-02-23 Asset Purchase Agreement#page2.tif
source=2021-02-23 Asset Purchase Agreement#page3.tif
source=2021-02-23 Asset Purchase Agreement#page4.tif
source=2021-02-23 Asset Purchase Agreement#page5.tif
source=2021-02-23 Asset Purchase Agreement#page6.tif
source=2021-02-23 Asset Purchase Agreement#page7.tif
source=2021-02-23 Asset Purchase Agreement#page8.tif
source=2021-02-23 Asset Purchase Agreement#page9.tif
source=2021-02-23 Asset Purchase Agreement#page10.tif
source=2021-02-23 Amendment to Asset Purchase Agreement#page1.tif
source=2021-02-23 Amendment to Asset Purchase Agreement#page2.tif

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), dated effective as of January 1, 2019 (the "Effective Date"), is made and entered into by and among Moving iMage Technologies, LLC, a Delaware limited liability company ("MiT"), MIT ACQUISITION CO. LLC, a Delaware limited liability company ("Buyer"), both having their principal offices at 17760 Newhope Street, Fountain Valley, CA 92708, Caddy Products, Inc., a California corporation, having its principal offices at 73850 Dinah Shore Drive #115, Palm Desert, CA 92211 ("Seller"), and the Estate of Peter Bergin ("Shareholder").

WHEREAS, Buyer is a wholly-owned subsidiary of MiT;

WHEREAS, the Shareholder owns all of the issued and outstanding capital stock of Seller;

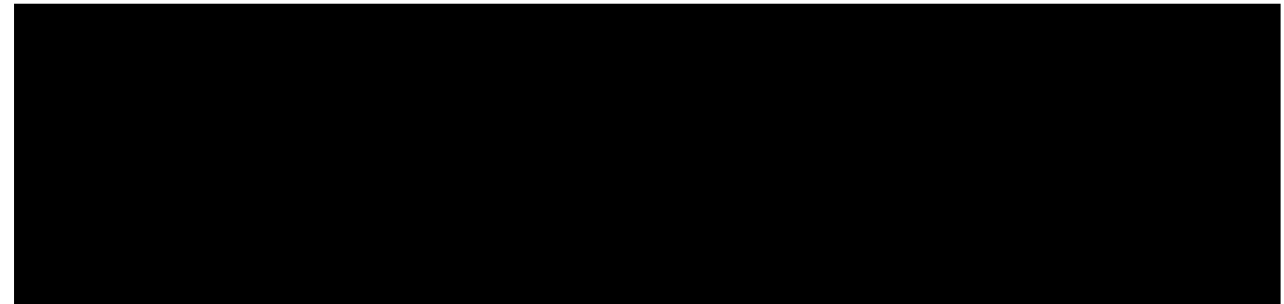
WHEREAS, Seller is in the business of cup-holder, tray and concession accessory manufacturing (the "Business"); and

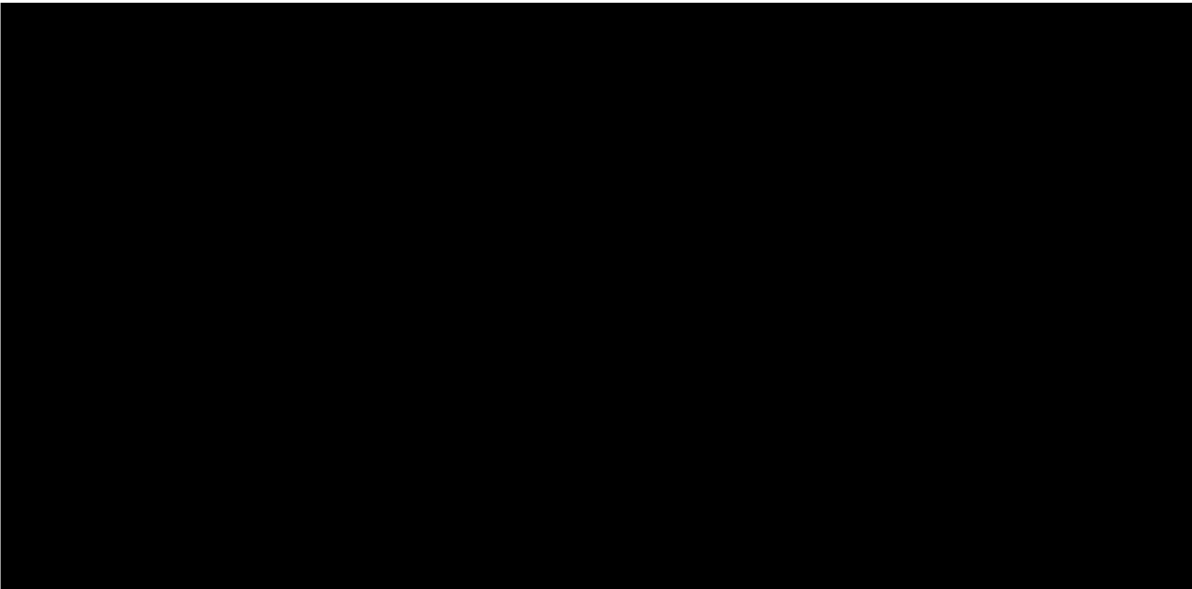
WHEREAS, Seller desires to sell and assign to Buyer, and Buyer desires to purchase and assume from Seller, on the terms and subject to the conditions set forth in this Agreement, substantially all of the assets and certain liabilities of Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, in reliance on the representations and warranties herein, and subject to the conditions set forth herein, Buyer, Seller and the Shareholder hereby agree as follows:

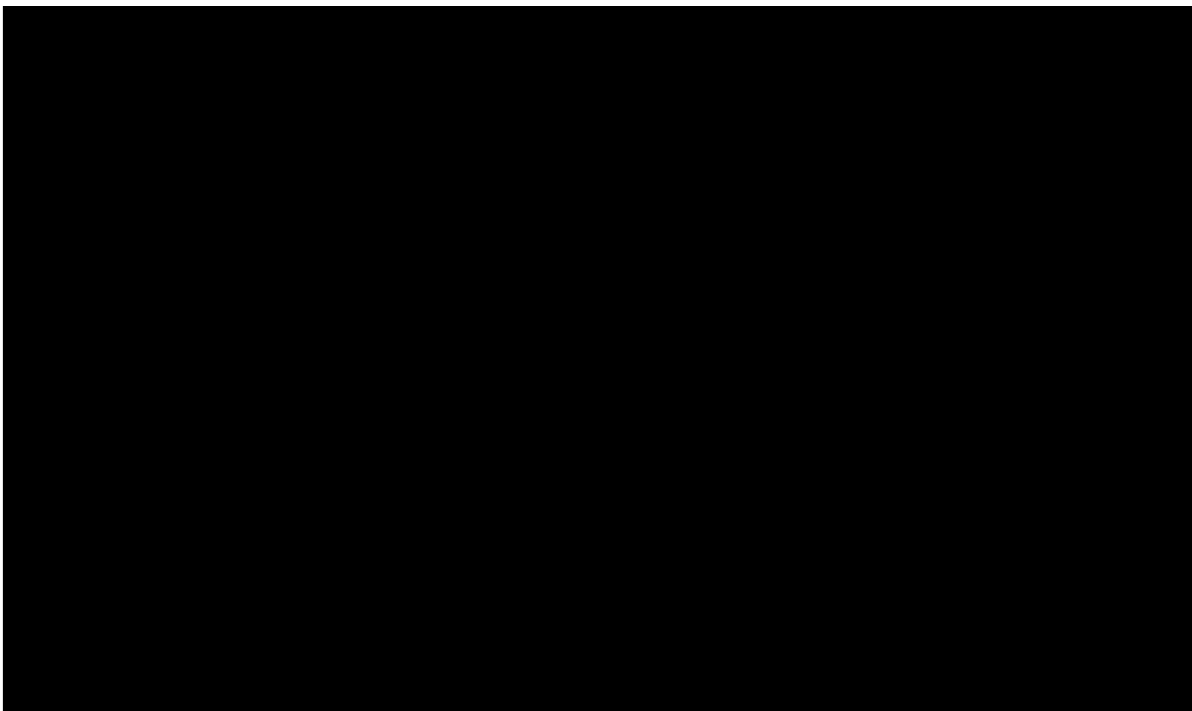
ARTICLE 1 TRANSFER OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Transfer of Assets. Seller shall, at the Closing (as hereinafter defined), sell, transfer and assign to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest, as of the Closing Date (as hereinafter defined), in and to all properties, assets, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description, wherever located, that are owned, used, or held for use by Seller and used in the Business, wherever the same may be located and whether or not recorded on the books and records of Seller, free and clear of all liens and encumbrances (collectively, the "Assets"), including without limitation the following:





(h) all rights in, arising out of, or associated with any of the following intellectual property in any jurisdiction throughout the world, including but not limited to the intellectual property listed on Schedule 1(h) (“Intellectual Property”): (i) trademarks, service marks, brands, logos, trade dress, and trade names, (ii) copyrights and works of authorship, whether or not copyrightable; (iii) internet domain names, all associated web addresses, URLs, websites and web pages, social media accounts, pages and user names, and all content and data thereon or relating thereto; (iv) computer software, programs, operating systems, firmware and other code; and (v) all other intellectual or industrial property, trade secrets and proprietary rights;



(m) all goodwill and going concern value associated with the Business, including all of Seller’s right, title and interest in and to the name “Caddy Products”.

PAGES 3 – 32 REDACTED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of January 1, 2019.

BUYER:

MIT ACQUISITION CO. LLC

By: Don H Sherman
Its: President & CEO

SELLER:

CADDY PRODUCTS, INC.

By: _____
Its: _____

SHAREHOLDER:

Natalie Dawson, as the Special Administrator of the
Estate of Peter Bergin

MIT:

MOVING IMAGE TECHNOLOGIES, LLC

By: Don H Sherman
Its: President & CEO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of January 1, 2019.

BUYER:

MIT ACQUISITION CO. LLC

By: _____
Its: _____

SELLER:

CADDY PRODUCTS, INC.

By: 
Its: CFO

SHAREHOLDER:

Natalie Dawson, as the Special Administrator of the
Estate of Peter Bergin

MIT:

MOVING IMAGE TECHNOLOGIES, LLC

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of January 1, 2019.

BUYER:

MIT ACQUISITION CO. LLC

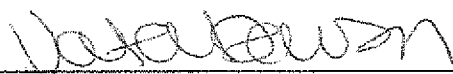
By: _____
Its: _____

SELLER:

CADDY PRODUCTS, INC.

By: _____
Its: _____

SHAREHOLDER:



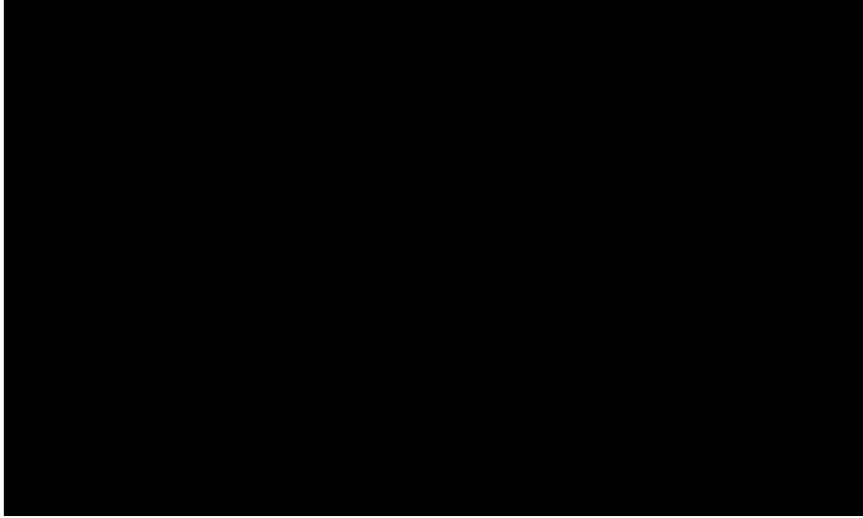
Natalie Dawson, as the Special Administrator of the
Estate of Peter Bergin

MIT:

MOVING IMAGE TECHNOLOGIES, LLC

By: _____
Its: _____

ASSET PURCHASE AGREEMENT



**Schedule 1.1(h)
Purchased Intellectual Property**

Trademarks

Title	Jurisdiction	Status	Reg. No.	Reg. Date
CADDY PRODUCTS	US	Registered	3841120	8/31/2010

Patents

Expired

	Title	Jurisdiction	Patent/App Number	App. Date/ Reg. Date
E1	Drink Cup Holder for Arena Seats	US	307852	5/15/1990
E2	Combined Drink Cup Holder and Support	US	D328223	7/28/1992
E3	Drink Cup Holder and Support	Canada	69314	10/8/1991
E4	Seat Arm Attachment	US	5234251	8/10/1993
E5	Rear Cup Holder Armrest	US	D350259	9/6/2008
E6	Rear Cup Holder Armrest	Canada	72855	7/15/1993
E7	Cup Holder Armrest	US	5302000	4/12/1994
E8	Seat Attachment	US	5421638	6/6/1995
E9	Collapsible Cupholder Armrest	US	D353289	12/13/1994
E10	Seat Attachment	US	5628103	5/13/1997
E11	Cupholder for Attachment to Furniture	US	D367997	3/19/1996
E12	Cupholder for Attachment to Seat Brackets	US	D365250	12/19/1995
E13	Cupholder Attachment for Seat Bracket	US	5709429	1/20/1998
E14	Container Holder with Top Support	US	D368628	4/9/1996
E15	Cupholder for Attachment to Furniture	US	D383362	9/9/1997
E16	Cupholder for Attachment to Furniture	US	D380125	6/24/1997
E17	Cupholder for Attachment to Furniture	US	D380652	7/8/1997
E18	Cupholder for Attachment to Furniture	US	D377439	1/21/1997
E19	Container Holder with Separable Support	US	5813644	9/29/1998
E20	Supermarket Cart Caddy	US	D400678	11/3/1998

E21	Edge Supported Supermarket Cart Cupholder	US	D398127	9/8/1998
E22	Supermarket Cart Cup and Accessory Holder	US	5938091	8/17/1999
E23	Cupholder with Accessory Receptacle	US	D425012	5/16/2000
E24	Pivoting Armrest with Cupholder	US	D423836	5/2/2000
E25	Supermarket Cart Cup with Accessory Holder	US	6186382	2/13/2001
E26	Theater Aisle Lighting Extrusion	US	D453971	2/26/2002
E27	Theater Aisle Lighting Extrusion	US	D445211	7/17/2001
E28	Design for Lock on Bracket and Cupholder	US	D456691	5/7/2002
E29	Caddy Tablet Arm	Canada	112133	5/14/2008

Active

	Description	Jurisdiction	Pat./App. Number	Pat./App. Date
1	Locking Bracket and Cupholder for Seat Frame	US	6641101	11/4/2003
2	Book and Accessory Holder Supportable at the Backs of Chairs	US	D542066	5/8/2007
3	Accessory Support for Chair Backs	US	6976735	12/20/2005
4	Design for Seat Back Mounted Holder	US	D505032	5/17/2005
5	Locking Bracket and Cupholder for Seat Frame	US	RE39392	11/4/2003
6	Caddy Tablet Arm	US	D592418	5/19/2009
7	Writing Platform Supportable by a Cupholder and Method of Use	US	7198327	4/3/2007
8	Accessory Holder for a Chair Back	US	D546593	7/17/2007
9	Cup Holder	US	D548015	8/7/2007
10	Armrest Cupholder	US	7614703	11/30/2009
11	Locking Bracket and Cupholder for Seat Frame	US	RE41624	11/4/2003
12	Cup Holder Caddy VII - Variation 1	US	D563177	3/4/2008
13	Cup Holder Caddy VII - Variation 2	US	D559630	1/15/2008
14	Cup Holder Caddy VII - Variation 3	US	D574669	8/12/2008

15	Cup Holder Caddy VII - Variation 4	US	D574197	8/5/2008
16	Dual Cup Holder	US	D635832	4/12/2011
17	Cup Holder	US	D804394	12/5/2017
18	Cup Holder (Bathroom Caddy I)	US	D820050	6/12/2018
19	Cup Holder	US	D826658	8/28/2018
20	Seat or Armrest Attachment	Canada	2536723	
21	Portable Customizable Swiveling Concession Tray	Canada	2935174	
22	Cup Holder	Canada	2722685	

Applied for

	Description	Jurisdiction	Pat./App. Number	Pat./App. Date
A1	Concession Tray	US	29/567133	6/6/2016
A2	Portable Customizable Swiveling Concession Tray	US	15/148823	5/6/2016
A3	Frame for Cup Holder (Bathroom Caddy I)	US	29/631232	12/28/2017
A4	Mountable Holder Assembly for Beverage Holders and Accessories	Canada	2987997	12/7/2017
A5	Mountable Holder Assembly for Beverage Holders and Accessories	US	15/648148	7/12/2017

AMENDMENT TO ASSET PURCHASE AGREEMENT

This agreement is an Amendment to an Asset Purchase Agreement ("Agreement") dated January 1, 2019 between Moving iMage Technologies, LLC, a Delaware limited liability company ("MIT"), MIT ACQUISITION CO., LLC, a Delaware limited liability company (Buyer), Caddy Products, Inc., a Minnesota corporation ("Seller"), and the Estate of Peter Bergin ("Shareholder").

WHEREAS the Seller was incorrectly identified in the Agreement as a California corporation;

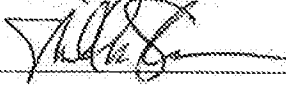
NOW THEREFORE, the parties agree to amend the Asset Purchase Agreement as follows:

1. Introductory Paragraph. This section is amended by changing "Caddy Products, Inc., a California corporation" to "Caddy Products, Inc., a Minnesota corporation".

[signature page follows]

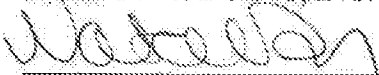
IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of 2/18/21.

BUYER:
MIT ACQUISITION CO. LLC



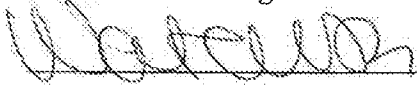
Printed Name: MICHAEL R. SHERMAN
Title: C.F.O. and SECRETARY
Dated: 2/18/21

SELLER:
CADDY PRODUCTS, INC.



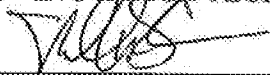
Printed Name: Natalie Dawson
Title: President
Dated: 2/22/21

SHAREHOLDER:
Estate of Peter Bergin



Printed Name: Natalie Dawson
Title: Administrator of Estate
Dated: 2/22/21

MIT:
MOVING IMAGE TECHNOLOGIES, LLC



Printed Name: MICHAEL R. SHERMAN
Title: C.F.O.
Dated: 2/18/21