PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7210033

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CENTURION GLOBAL, LLC.	03/03/2022

RECEIVING PARTY DATA

Name:	JMD HOLDINGS 7, LLC	
Street Address:	955 PATRICK INDUSTRIAL CT	
City:	WINDER	
State/Country:	GEORGIA	
Postal Code:	30680	

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	9079685
Patent Number:	9409677
Patent Number:	10486859
Patent Number:	11021296
Application Number:	17334125

CORRESPONDENCE DATA

Fax Number:

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: 9494807734

Email: danielsudakoff@gmail.com **Correspondent Name:** DANIEL ADAM SUDAKOFF

Address Line 1: 24611 SETH CIRCLE

Address Line 4: DANA POINT, CALIFORNIA 92629

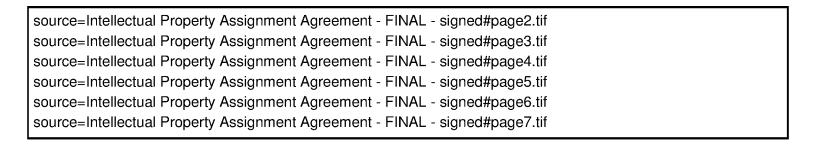
NAME OF SUBMITTER:	DANIEL ADAM SUDAKOFF		
SIGNATURE: /DANIEL SUDAKOFF/			
DATE SIGNED:	03/07/2022		
This document serves as an Oath/Declaration (37 CFR 1.63).			

Total Attachments: 7

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PATENT REEL: 059183 FRAME: 0814

507163188



PATENT REEL: 059183 FRAME: 0815

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of March 3, 2022 ("Effective Date"), is made by and among JMD Holdings 7, LLC, a Georgia Limited Liability Company ("Assignee"), Centurion Global, LLC, a California limited liability company ("Company"), and Daniel Sudakoff ("Owner"). Company and Owner are collectively referred to as the "Assignor". Assignee and Assignor are referred to herein collectively as the "Parties" and individually, each a "Party." Assignor and Assignee are parties to that certain Purchase and Sale of Assets Agreement, dated as of the Effective Date by and among Assignee and Assignor (as may be amended, supplemented, acquired or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Assignment</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor's right, title, interest, and goodwill in and to the following (collectively, the "Intellectual Property Assets"):
 - a. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights");
 - b. all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
 - c. all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;
 - d. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation those set forth on Exhibit A

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attached hereto (collectively, the "Patents");

- e. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");
- f. all internet websites and internal domain names (collectively, the "Domain Names");
- g. all social media pages and accounts, together with the associated usernames and passwords (collectively, the "Social Media Accounts");
- h. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- i. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the "Licenses");
- j. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Domain Names, or Social Media Accounts.
- 2. <u>Recordation and Further Actions</u> Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.
- 3. <u>Further Assurances</u> Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.
- 4. <u>Entire Agreement</u> This Agreement, the Exhibits hereto, the Purchase Agreement and the other documents and agreements contemplated thereby contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.
- 5. <u>Amendment and Assignment.</u> This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

- 6. <u>Severability</u>. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.
- 7. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia.
- 8. <u>Counterparts</u>; <u>Electronic Signatures</u>. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

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IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

ASSIGNOR:

Centurion Global, LLC

 $_{\mathrm{By:}}$ Daniel Sudakoff

Name: Daniel Sudakoff

Title: Manager

-AND-

Daniel Sudakoff

By:____Daniel Sudakoff

ASSIGNEE:

JMD Holdings LLC

By: John Fleitz

Name: John Fleitz
Title: Director

EXHIBIT A PATENTS AND TRADEMARKS

Registered Trademark

Serial Number	Reg. Number	Office/Agent	Mark	Owner	Status
85678364	4437317	USPTO	COLLAPSE IT	Centurion	Live
				Global, LLC	
				LIMITED	
				LIABILITY	
				COMPANY	

<u>Unregistered Trademarks</u>

Patents and Patent Applications

Title	Country	Application No./Patent	Filing	Status
		No.	Date/Issue	
			Date	
Collapsible	US	13/601,783	08/31/2012	Issued
Food Container		9,079,685		
			07/14/15	
Collapsible	US	14/798,329	07/13/15	Issued
Food Container		9,409,677		
			08/09/2016	
Collapsible	US	15/231,550	08/08/2016	Issued
Food Container		10,486,859		
			11/26/2019	
Collapsible	US	16/694,889	11/25/2019	Issued
Food Container		11,021,296		
			06/01/2021	
Collapsible	US	17/334,125	05/28/2021	Published
Food Container				

PATENT REEL: 059183 FRAME: 0820

Patents

I. Title: Collapsible Food Container

a. Application Number: 13601783

b. Patent Number: 9079685

II. Title: Collapsible Food Container

a. Application Number: 14798329

b. Patent Number: 9409677

III. Title: Collapsible Food Container

a. Application Number: 15231550

b. Patent Number: 10486859

IV. Title: Collapsible Food Container

a. Application Number: 16694889

b. Patent Number: 11021296

Patent Applications

I. Title: Collapsible Food Container

Application Number: <u>17334125</u> Intellectual Property Agreements:

Patent Assignment Agreement dated December 27, 2021 by and between Wilshire Industries, LLC and Centurion Global, LLC

Signature: Daniel Adam Sudakoff
Daniel Adam Sudakof (Mar 3, 2022 10.18 AST)

Email: danielsudakoff@gmail.com

Signature: *John Heltz*

Email: john.fleitz@plethora7.com

PATENT REEL: 059183 FRAME: 0821

Intelectual Property Assignment Agreement -FNAL

Final Audit Report 2022-03-03

Created: 2022-03-03

By: Deena Coppotelli (dcoppotelli@aegislaw.com)

Status: Signed

Transaction ID: CBJCHBCAABAAbM7eMyOXRwFrOd31IOKMg6blbly5ON7J

"Intellectual Property Assignment Agreement - FINAL" History

- Document created by Deena Coppotelli (dcoppotelli@aegislaw.com) 2022-03-03 6:20:32 PM GMT
- Document emailed to John Fleitz (john.fleitz@plethora7.com) for signature 2022-03-03 6:20:46 PM GMT
- Email viewed by John Fleitz (john.fleitz@plethora7.com) 2022-03-03 6:30:47 PM GMT
- Document e-signed by John Fleitz (john.fleitz@plethora7.com)
 Signature Date: 2022-03-03 6:41:55 PM GMT Time Source: server
- Agreement completed.
 2022-03-03 6:41:55 PM GMT



RECORDED: 03/07/2022

PATENT * REEL: 059183 FRAME: 0822