

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7345721

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VIP CILNEMA, LLC	07/15/2020
RECEIVING PARTY DATA		
Name:	ARAGON SEATING, LLC	
Street Address:	111 EAST TROY STREET, SUITE D	
City:	TUPELO	
State/Country:	MISSISSIPPI	
Postal Code:	38804	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16228644
CORRESPONDENCE DATA		
Fax Number:	(301)762-6203	
<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:	3013409343	
Email:	sweinrieb@gmail.com	
Correspondent Name:	STEVEN W WEINRIEB	
Address Line 1:	LAW OFFICES OF STEVEN W. WEINRIEB	
Address Line 2:	8717 COLD SPRING ROAD	
Address Line 4:	POTOMAC, MARYLAND 20854	
ATTORNEY DOCKET NUMBER:	475-004-1	
NAME OF SUBMITTER:	STEVEN W. WEINRIEB	
SIGNATURE:	/STEVEN W. WEINRIEB/	
DATE SIGNED:	05/24/2022	
Total Attachments: 8		
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of July 15, 2020, by and among Aragon Seating, LLC, a Mississippi limited liability company (“Assignee”), H.I.G. Cinema Intermediate Holdings, Inc., a Delaware corporation (“Intermediate”), VIP Cinema Holdings, Inc., a Mississippi corporation (“VIP Holding”), VIP Cinema, LLC, a Mississippi limited liability company (“VIP Subsidiary”), VIP Property Management II, LLC, a Delaware limited liability company (“VIP Property Management”), and VIP Components, LLC, a Mississippi limited liability company (“VIP Components” and, together with Intermediate, VIP Holding, VIP Subsidiary, and VIP Property Management, the “Assignees” and each, an “Assignee”). The Assignee and Assignors are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Assignors own the patents and the provisionals (and patents issuing thereon) set forth on Schedule A hereto, including all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, and extensions of the foregoing (collectively, the “Patents”);

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of June 22, 2020, among JESS Capital Holdings, LLC, a Mississippi limited liability company (the “Purchaser”) and the Assignors, the Assignors have agreed to sell, assign, transfer, convey and deliver all of their respective right, title and interest in and to the Patents to Purchaser;

WHEREAS, Assignee is a wholly owned subsidiary of Purchaser and, pursuant to Section 10.8 of the Purchase Agreement, Purchaser has assigned its rights and obligations to receive and assume the Patents to Assignee; and

WHEREAS, Assignors desire to sell, assign, transfer, convey and deliver to Assignee, and Assignee desires to purchase, acquire, assume and accept, the Patents pursuant to the terms of the Purchase Agreement and this Agreement.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENTS

1. Capitalized Terms. Any capitalized term used but not defined in this Agreement will have the meaning ascribed to such term in the Purchase Agreement.

2. Assignment. Each Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors, and assigns all of such Assignor’s right, title, and interest in and to the Patents, together with the right to bring an action or proceeding at law or in equity or before any governmental authority for any past, present or future infringement or violation of any of the Patents. Each Assignor consents to recordation of this Agreement by Assignee with the

United States Patent and Trademark Office, any similar foreign patent office, or successor offices thereto.

3. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement and all Claims and causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of, or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any Claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) will be governed by the laws of the State of Delaware, without regard to the conflicts of law principles of such state that would require the substantive laws of another state to apply, and applicable provisions of the Bankruptcy Code.

(b) Each Party, for itself and its successors and assigns, irrevocably agrees that any Proceeding arising out of or relating to this Agreement or any of the Contemplated Transactions will be brought and determined exclusively in the Bankruptcy Court, and each Party, for itself and its successors and assigns and in respect to its property, hereby irrevocably submits with regard to any such Proceeding, generally and unconditionally, to the exclusive jurisdiction of the aforesaid court. Each Party, for itself and its successors and assigns, hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any such Proceeding: (i) any Claim that it is not personally subject to the jurisdiction of the above-named court for any reason other than the failure to lawfully serve process; (ii) that it or its property is exempt or immune from jurisdiction of such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) that (A) such Proceeding in any such court is brought in an inconvenient forum; (B) the venue of such Proceeding is improper; and (C) this Agreement, any of the Contemplated Transactions or the subject matter hereof or thereof, may not be enforced in or by such court.

(c) EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY ANY LEGAL REQUIREMENT, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT: (i) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF ANY SUCH PROCEEDING; (ii) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3(C).

2. Counterparts. This Agreement may be executed in one or more counterparts, including by email, all of which will be considered one and the same original agreement.

3. Conflict. In the event of conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will take precedence and control. This Agreement is to be in accordance with and is subject to all representations, warranties, covenants, and other agreements set forth in the Purchase Agreement. Nothing in this Agreement will modify the rights, duties, and obligations of the Parties under the Purchase Agreement.

4. Modification; Waiver. This Agreement may be modified only by a written instrument executed by the Parties. Any of the terms of this Agreement may be waived only in writing at any time by the Party or Parties entitled to the benefits thereof.

5. Entire Agreement. This Agreement and the Purchase Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among the Parties or any of them with respect to the subject matter hereof.

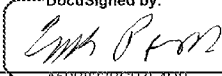
6. Successors and Assigns; Assignment. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by Assignee without the prior written consent of Assignor or by Assignor without the prior written consent of Assignee and any such assignment will be null and void ab initio; provided, Assignee may, without the consent of any other Party, assign this Agreement or any of its rights, interests or obligations hereunder, in whole or in part, to one or more of its Affiliates. No assignment will release the assigning Party of its obligations and liabilities under this Agreement.

7. Severability. If any provision of this Agreement, or the application of any provision hereof to any Party or circumstance, is held to be illegal, invalid or unenforceable, such provision or the application of such provision, as the case may be, will be fully severable, and the application of the remainder of such provision to such Party or circumstance, the application of such provision to other Parties or circumstances, and the remainder of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or application of such provision, as the case may be, or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision or application of such provision, there will be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

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

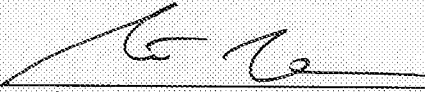
ASSIGNEE:

ARAGON SEATING, LLC

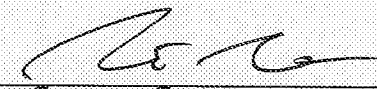
DocuSigned by:
By: 
Name: Edward Powell
Title: Edward Powell

ASSIGNORS:

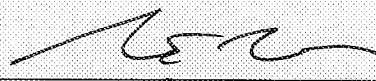
VIP CINEMA HOLDINGS, INC.

By: 
Name: Steve Spitzer
Title: Chief Restructuring Officer


VIP CINEMA, LLC

By: 
Name: Steve Spitzer
Title: Chief Restructuring Officer


VIP PROPERTY MANAGEMENT II, LLC

By: 
Name: Steve Spitzer
Title: Chief Restructuring Officer

VIP COMPONENTS, LLC

By: 
Name: Steve Spitzer
Title: Chief Restructuring Officer

H.I.G. CINEMA INTERMEDIATE HOLDINGS, INC.

By: 
Name: Steve Spitzer
Title: Chief Restructuring Officer

SCHEDULE A

ID #	Title	Ctry	Serial #	Filed Date	Patent #	Issue Date	Status
1	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	US	15/155,004	5/14/2016	10,118,508	11/6/2018	ISSUED
2	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	WO	PCT/US16/32585	5/14/2016			NAT PHASE
3	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	EP	16793673.1	5/14/2016			ALLOWED
4	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	JP	2017-555802	5/14/2016			ALLOWED
5	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	CA	2,985,651	5/14/2016			PENDING
6	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	CN	201680027623.5	5/14/2016			PUBLISHED
7	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	AU	2016262581	5/14/2016			PENDING
8	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	MX	MX/a/2017/014122	5/14/2016			PENDING
9	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	BR	1120170245000	5/14/2016			PUBLISHED
10	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	CO	NC2017/0011149	5/14/2016	36691	12/9/2019	ISSUED
11	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	IN	201717039923	5/14/2016			PUBLISHED
12	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	HK	18111407.4	5/14/2016			PUBLISHED
13	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	US	16/169,904	10/24/2018	10,507,742	12/17/2019	ISSUED
14	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	US	15/155,929	5/16/2016	10,188,213	1/29/2019	ISSUED
15	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	WO	PCT/US16/32758	5/16/2016			NAT PHASE
16	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	EP	16793710.1	5/16/2016	EP3282898	11/13/2019	ISSUED
17	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	JP	2017-555801	5/16/2016			PENDING
18	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	CA	2,985,893	5/16/2016			PENDING

ID #	Title	Ctry	Serial #	Filed Date	Patent #	Issue Date	Status
19	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	CN	201680027820.7	5/16/2016			PUBLISHED
20	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	AU	2016262623	5/16/2016			PENDING
21	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	MX	MX/a/2017/014123	5/16/2016			PENDING
22	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	GB	16793710.1	5/16/2016	EP3282898	11/13/2019	ISSUED
23	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	DE	16793710.1	5/16/2016	EP3282898	11/13/2019	ISSUED
24	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	CH	16793710.1	5/16/2016	EP3282898	11/13/2019	ISSUED
25	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	AT	16793710.1	5/16/2016	EP3282898	11/13/2019	ISSUED
26	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	ES	16793710.1	5/16/2016	EP3282898	11/13/2019	ISSUED
27	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	SE	16793710.1	5/16/2016	EP3282898	11/13/2019	ISSUED
28	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	IT	16793710.1	5/16/2016	EP3282898	11/13/2019	ISSUED
29	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	IE	16793710.1	5/16/2016	EP3282898	11/13/2019	ISSUED
30	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	PT	16793710.1	5/16/2016	EP3282898	11/13/2019	ISSUED
31	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	NO	16793710.1	5/16/2016	EP3282898	11/13/2019	ISSUED
32	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	FI	16793710.1	5/16/2016	EP3282898	11/13/2019	ISSUED
33	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	BR	1120170245019	5/16/2016			PUBLISHED
34	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	CO	NC2017/0011106	5/16/2016			ALLOWED
35	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	IN	201717039921	5/16/2016			PUBLISHED
36	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	HK	18111606.3	6/16/2016			PUBLISHED
37	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	US	16/228,644	12/20/2018			PUBLISHED

ID #	Title	Ctry	Serial #	Filed Date	Patent #	Issue Date	Status
38	LINEAR ACTUATOR HAVING EXTERNAL VARIABLE LIMIT SWITCHES	US	16/001,898	6/6/2018			PUBLISHED
39	LINEAR ACTUATOR HAVING EXTERNAL VARIABLE LIMIT SWITCHES	WO	PCT/US18/36351	6/6/2018			NAT PHASE
40	LINEAR ACTUATOR HAVING EXTERNAL VARIABLE LIMIT SWITCHES	EP	18734408.0	6/6/2018			PENDING
41	LINEAR ACTUATOR HAVING EXTERNAL VARIABLE LIMIT SWITCHES	JP	2019-567286	6/6/2018			PENDING
42	LINEAR ACTUATOR HAVING EXTERNAL VARIABLE LIMIT SWITCHES	CA	N/A	6/6/2018			PENDING
43	LINEAR ACTUATOR HAVING EXTERNAL VARIABLE LIMIT SWITCHES	CN	201880045578.5	6/6/2018			PENDING
44	LINEAR ACTUATOR HAVING EXTERNAL VARIABLE LIMIT SWITCHES	AU	2018285778	6/6/2018			PENDING
45	LINEAR ACTUATOR HAVING EXTERNAL VARIABLE LIMIT SWITCHES	MX	MX/a/2019/014641	6/6/2018			PENDING
46	LINEAR ACTUATOR HAVING EXTERNAL VARIABLE LIMIT SWITCHES	BR	1120190260145	6/6/2018			PENDING
47	LINEAR ACTUATOR HAVING EXTERNAL VARIABLE LIMIT SWITCHES	CO	NC2019/0014098	6/6/2018			PUBLISHED
48	LINEAR ACTUATOR HAVING EXTERNAL VARIABLE LIMIT SWITCHES	IN	20201700572	6/6/2018			PENDING
49	MECHANISM FOR ACTUATING MOTION FURNITURE	US	16/724,121	12/20/2019			PUBLISHED
50	MECHANISM FOR ACTUATING MOTION FURNITURE	WO	PCT/US19/68173	12/20/2019			PENDING
51	MECHANISM FOR ACTUATING MOTION FURNITURE	US	62/784,348	12/21/2018			PUBLISHED
52	SEATING APPARATUSES AND SYSTEMS	US	62/897,192	9/6/2019			PENDING
53	UNDERSEAT CLEANING SYSTEM	US	62/925,165	10/23/2019			PENDING
54	SEATING SYSTEM WITH PRIVACY WALL	US	62/925,177	10/23/2019			PENDING
55	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	EP	19198111.7	5/14/2016			PUBLISHED
56	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	EP	19195095.5	5/16/2016			PUBLISHED