

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7601428

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLEARBLAST, LLC	09/13/2022
RECEIVING PARTY DATA	
Name:	ECLIPSE SURFACE TECHNOLOGIES, LLC
Street Address:	1330 INDUSTRY ROAD
City:	HATFIELD
State/Country:	PENNSYLVANIA
Postal Code:	19440
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10537979
Application Number:	16708658
CORRESPONDENCE DATA	
Fax Number:	
<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:	6106472850
Email:	docketing@fisherbroyles.com, jennifer.chungo@fisherbroyles.com
Correspondent Name:	FISHERBROYLES LLP
Address Line 1:	1650 MARKET STREET
Address Line 2:	ONE LIBERTY PLACE, 36TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	19064-0001
NAME OF SUBMITTER:	GREGORY S. BERNABEO
SIGNATURE:	/Gregory S. Bernabeo/
DATE SIGNED:	10/20/2022
Total Attachments: 5	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”) is made as of September 13, 2022, between Clearblast, LLC, a Pennsylvania limited liability company (“Seller”), and Eclipse Surface Technologies, LLC, a Pennsylvania limited liability company (“Buyer”), pursuant to that certain Asset Purchase Agreement, dated as of September 13, 2022, among Seller, Joseph Pustizzi (the “Equityholder”) and Buyer (the “Purchase Agreement”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller and the Equityholder have agreed to convey, transfer and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment;

NOW THEREFORE, the parties agree as follows:

1. Assignment. Seller, for good and valuable consideration, as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged and agreed, hereby grants, bargains, sells, conveys, assigns, releases, transfers and delivers to Buyer, its successors and assigns, absolutely to have and to hold the same forever, all of Seller’s right, title and interest in and to the Intellectual Property Rights included in the Purchased Assets, including without limitation Seller’s rights to the trade name “Clearblast” and all variations thereof (the “Assigned IP”), and Buyer hereby accepts, all of Seller’s right, title and interest in and to the Assigned IP.
2. Recordation and Further Actions. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such reasonable cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.
3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, and subject to the terms and provisions of the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

(Signature page follows.)

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

BUYER:

ECLIPSE SURFACE TECHNOLOGIES, LLC

By: Jeff Paduano
Jeff Paduano
Chief Executive Officer

SELLER:

CLEARBLAST, LLC

By _____
Joseph Pustizzi
Sole Member and Manager

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

BUYER:

ECLIPSE SURFACE TECHNOLOGIES, LLC

By: _____

Jeff Paduano
Chief Executive Officer

SELLER:

CLEARBLAST, LLC

By: _____

Joseph Pustizzi
Sole Member and Manager

**SCHEDULE 3.12(a)
TO THE
ASSET PURCHASE AGREEMENT
DATED AS OF SEPTEMBER 13, 2022
BY AND AMONG
CLEARBLAST, LLC
AND
ECLIPSE SURFACE TECHNOLOGIES, LLC**

Intellectual Property

1. U.S. Patent No. 10,537, 979 (issued January 21, 2017)
2. Patent Application (US20200108484)
3. Trademark No. 5168122, for the name "CLEARBLAST" (issued March 21, 2017)
4. Trademark No. 5838786 for the design mark, as shown below:



5. IP rights owned by Seller
 - clearblast.com
 - cleanhulls.com
 - clearblasters.com
 - stripitclean.com
 - clearblaster.com
 - fpgroupllc.com
 - wemakeyouwet.com
6. Toll free phone: 888-99-BLAST

See Login Info attached hereto as Exhibit 3.12(a).