508338959 01/17/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8386151

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
INDUCOMP CORPORATION		01/17/2024
JOHN WELDON		01/17/2024
RECEIVING PARTY DATA		
Name: COI	ARK LLC	

Name:	COMARK LLC
Street Address:	440 FORTUNE BOULEVARD
City:	MILFORD
State/Country:	MASSACHUSETTS
Postal Code:	01757

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	9727085
Patent Number:	10175723
Application Number:	29450252
Patent Number:	10503208
Application Number:	29450244
Application Number:	29450267
Application Number:	29450263
Application Number:	29450258
Application Number:	29450255
Application Number:	62396629
Patent Number:	10240711
Patent Number:	D874568
Patent Number:	D932483
Application Number:	29810234
Application Number:	29866489

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:	617-7	257-6505				
Email:	HBAL	MAT@BOWDITCH.COM				
Correspondent Name:	HEAT	THER E BALMAT - BOWDITCH & DEWEY LLP				
Address Line 1:	101 F	EDERAL STREET				
Address Line 2:	SUIT	1405				
Address Line 4:	BOST	TON, MASSACHUSETTS 02110				
ATTORNEY DOCKET NUMBER:		315787.0014				
NAME OF SUBMITTER:		HEATHER E BALMAT				
SIGNATURE:		/Heather E Balmat/				
DATE SIGNED:		01/17/2024				
		This document serves as an Oath/Declaration (37 CFR 1.63).				
Total Attachments: 8						
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of January <u>17</u>, 2024, is made by INDUCOMP Corporation, a Missouri corporation ("Seller"), and John Weldon (the "Shareholder" together with Seller, the "Selling Parties"), in favor of Comark, LLC, a Delaware limited liability company (the "Buyer"), the purchaser of the assets of Seller pursuant to an Asset Purchase Agreement by and among Buyer and Selling Parties, dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Selling Parties have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property owned by Selling Parties, and have agreed to execute and deliver this IP Assignment, to memorialize the sale and transfer, and for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Selling Parties hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Selling Parties' right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all rights of any kind whatsoever of Selling Parties accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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2. <u>Recordation and Further Actions</u>. Selling Parties hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Selling Parties shall take such steps and actions, and provide such 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Selling Parties and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed 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. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. <u>Governing Law</u>. 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 United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

-INDUCOMP-CORPORATION
By:
Name: John Weldon
Title: Président
John Weldon

COMARK, LLC

By:
Name:
Title: Authorized Signatory

STATE OF MISSOURI

COUNTY OF ST. LOUIS ss.

On this 12th day of January, 2024, before me, the undersigned notary public, personally appeared John Weldon, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose and as his free act and deed as President of INDUCOMP CORPORATION and in his individual capacity.

JOANNE NOEL Notary Public - Notary Seal St Louis County - State of Missouri Commission Number 15306988 My Commission Expires Oct 14, 2027

Notary Public My/Commission Expires: 10/14/2027

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COMARK, LLC By: Name: Arthur Ataie Title: Authorized Signatory

[Signature Page to Intellectual Property Assignment Agreement]

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THE COMMONWEALTH OF MASSACHUSETTS

Nofolk, ss.

On this it day of January, 2024, before me, the undersigned notary public, personally appeared Arthur Ataie, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness. personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose and as his free act and deed as Authorized Signatory of COMARK, LLC.

Baitora Q. Grudeay Notary Public My Commission Expires: 6/29/2029

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Title	Country	New/Con	Туре	Serial No.	Filing Date	Patent No.	issue Date	Status	Exp Date
CLIP PAD	UNITED STATES	ОТН	DES					CLOSED	1/1/1980
TABLET COMPUTER SYSTEM	UNITED STATES	ОТН	UTL	15/015,515	2/4/2016	9727085	8/8/2017	ISSUED	2/4/2036
TABLET COMPUTER SYSTEM	UNITED STATES	CON	UTL	15/643,911	7/7/2017	10175723	1/8/2019	ISSUED	2/4/2036
TABLET DEVICE	UNITED STATES	OTH	DES	29/450,252	3/15/2013		<u>.</u>	ABANDONED	1/1/1980
TABLET COMPUTER SYSTEM	UNITED STATES	CON	υτι	16/226,350	12/19/2018	10503208	12/10/2019	ISSUED	2/4/2036
TABLET DEVICE	UNITED STATES	ОТН	DES	29/450,244	3/15/2013			ABANDONED	1/1/1980
TABLET DEVICE	UNITED STATES	отн	DES	29/450,267	3/15/2013			ABANDONED	1/1/1980
TABLET DEVICE	UNITED STATES	OTH	DES	29/450,263	3/15/2013			ABANDONED	1/1/1980
TABLET DEVICE	UNITED STATES	OTH	DES	29/450,258	3/15/2013			ABANDONED	1/1/1980
TABLET DEVICE	UNITED STATES	ОТН	DES	29/450,255	3/15/2013			ABANDONED	1/1/1980
SECURITY SUPPORT STAND	UNITED STATES	NEW	PRV	62/396,629	9/19/2016			EXPIRED	9/19/2017
SECURITY SUPPORT STAND	UNITED STATES	отн	UTL	15/709,217	9/19/2017	10240711	3/26/2019	ISSUED	9/19/2037
KIOSK	UNITED STATES	ОТН	DES	29/625,170	11/7/2017	D874568	2/4/2020	ISSUED	2/4/2035
KIOSK	UNITED STATES	ОТН	DES	29/679,603	2/7/2019	D932483	10/5/2021	ISSUED	10/5/2036
KIOSK	UNITED STATES	DIV	DES	29/810,234	10/3/2021			ABANDONED	11/11/2022
KIOSK	UNITED STATES	DIV	DES	29/866,489	9/14/2022			PENDING	

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status	Exp Date
INDUCOMP (Stylized)								
INDUCOMP	LINUTED							
CORPORATION	UNITED	TOA	069 414	2/6/1006	2054 697	4/22/4007	EVERED	
Logo	STATES	TM	068,414	3/6/1996	2,054,687	4/22/1997	EXPIRED	
	UNITED							
INDUCOMP	STATES	τM	78/274,497	7/15/2003	2,858,094	6/29/2004	REGISTERED	6/29/2024
	UNITED							
CLIPPAD	STATES	TM	85/503,134	12/23/2011	4,799,980	8/25/2015	ABANDONED	
D177 A D1 FT	UNITED	TRA	05 (674 400	60 100 (DD00	1 700 050	- (
BIZTABLET	STATES	TM	85/471,493	11/14/2011	4,799,950	8/25/2015	ABANDONED	
	UNITED							
MEDTABLET	STATES	TM					CLOSED	
	UNITED							
ORANGE	STATES	тм					CLOSED	
SIG MOL	51/1/25						CLOSED	
ONE	UNITED							
COMPUTER	STATES	TM					CLOSED	
WORK	UNITED							·····
COMPUTER	STATES	TM					CLOSED	
THINENGINE	UNITED							
COMPUTER	STATES	TM	85/574,948	3/20/2012	4,800,000	8/25/2015	REGISTERED	8/25/2025
	UNITED			·····			•	
TABLETARMOR	STATES	TM	86/174,758	1/24/2014	4,941,841	4/19/2016	REGISTERED	4/19/2026
BUILDING		_						
BLOCK	UNITED					1		
COMPUTER	STATES	TM					UNFILED	
							0,11,120	
MODULAR	UNITED							
COMPUTER	STATES	TM					UNFILED	
BLOCK	UNITED							
COMPUTER	STATES	TM					UNFILED	
						·		
BUILT TO								
WORK WHEREVER	UNITED							
YOU WORK	STATES	TM					UNFILED	
	UNITED							
ATLASPOWER	STATES	TM.	87/725,487	12/18/2017	5,897,808	10/29/2019	REGISTERED	10/29/2029
	UNITED							
ADAPT	STATES	тм					UNFILED	
	······							
PEOPLESERV	UNITED	TM	88/190,756	11/12/2018	6,493,737	9/21/2021	REGISTERED	9/21/2031

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Mark	Country	Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status	Exp Date
	STATES							
EMODULAR	UNITED STATES	тм					UNFILED	
EFRIENDLY	UNITED STATES	ŤM					UNFILED	
ERGOFRIENDLY	UNITED STATES	тм		-			UNFILED	

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RECORDED: 01/17/2024

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