

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI18229

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BlumbergExcelsior, Inc.	02/07/2023
RECEIVING PARTY DATA	
Company Name:	Blumberg Services, Inc.
Street Address:	11975 N Stemmons Freeway
City:	Dallas
State/Country:	TEXAS
Postal Code:	75234
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D751647
CORRESPONDENCE DATA	
Fax Number:	9723789115
<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:	9723789111
Email:	patent@fbfk.law
Correspondent Name:	Kelly Kubasta
Address Line 1:	2500 Dallas Parkway, Suite 600
Address Line 4:	Plano, TEXAS 75093
ATTORNEY DOCKET NUMBER:	10504
NAME OF SUBMITTER:	JAMIE ARAIZA
SIGNATURE:	JAMIE ARAIZA
DATE SIGNED:	02/09/2024
Total Attachments: 9	
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PATENT

REEL: 066432 FRAME: 0104

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated as of February 7, 2023, is made by BlumbergExcelsior, Inc., a New York corporation (“Seller”), located at 100 Wall Street, Suite 503, New York, New York 10005, in favor of Blumberg Services, Inc., a New York corporation (“Buyer”), located at 11975 N. Stemmons Freeway, Dallas, Texas 75234, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and between Buyer and Seller, dated of even date herewith (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and generally to provide to third-parties as necessary;

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “Assigned IP”):

- (a) The trade or assumed names “Blumberg” and “Blumberg Excelsior”;
- (b) The domain name “www.blumberg.com”;
- (c) The Facebook page “@BlumbergExcelsiorInc.”, the Instagram account “@blumbergexcelsior” and the Twitter account “@blumberg”;
- (d) the trademark registrations set forth on Schedule 1 attached 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;
- (e) the copyright registrations set forth on Schedule 1 attached hereto and all issuances, extensions, and renewals thereof (the “Copyrights”), together with the goodwill of the business connected with the use of, and symbolized by, the Copyrights;
- (f) the patent registration set forth on Schedule 1 attached hereto and all issuances, extensions, and renewals thereof (the “Patent”), together with the goodwill of the business connected with the use of, and symbolized by, the Patent;
- (g) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(h) 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

(i) 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks and the Commissioner for Patents in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Further, Seller hereby authorizes the Register of Copyrights to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller 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. Terms of the Asset Purchase Agreement. 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 Seller 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. 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 one and the same agreement. A signed copy of this IP Assignment delivered by 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 United States and the State of Delaware, without

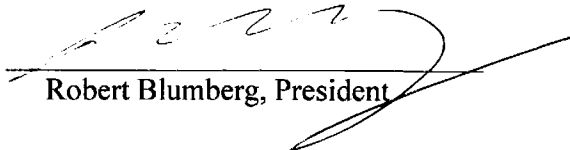
giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

BLUMBERGEXCELSIOR, INC.,
a New York corporation

By: 
Robert Blumberg, President

BUYER:

BLUMBERG SERVICES, INC.,
a New York corporation

By: _____
Michael Bertuch, President

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


SELLER:

BLUMBERGEXCELSIOR, INC.,
a New York corporation

By: _____
Robert Blumberg, President

BUYER:

BLUMBERG SERVICES, INC.,
a New York corporation

By:  _____
Michael Bertuch, President

SCHEDULE 1

ASSIGNED COPYRIGHT, TRADEMARK AND PATENT REGISTRATIONS

Copyrights

#	Name	Full Title	Copyright Number	Date
┐ [1]	Julius Blumberg, Inc.	<u>188—owners and contractors long form contract : plain English format, 11-78 : construction contract.</u>	TX0000148239	1978
┐ [2]	Julius Blumberg, Inc.	<u>A261—apartment lease, 2-5 family dwelling, furnished or unfurnished, long form, brokers clause, guaranty, plain English format, 11-78 : lease agreement.</u>	TX0000148236	1978
┐ [3]	Julius Blumberg, Inc.	<u>A303—apartment lease, furnished or unfurnished, long form, brokers clause, guaranty, plain English format, 11-78 : lease agreement.</u>	TX0000148235	1978
┐ [4]	Julius Blumberg, Inc.	<u>A311—subordination agreement (of mortgage) plain English format, 11-78.</u>	TX0000148250	1978
┐ [5]	Julius Blumberg, Inc.	<u>A348—small construction contract, owner and contractor, plain English format, 11-78.</u>	TX0000148247	1978
┐ [6]	Julius Blumberg, Inc.	<u>A495—house lease, plain English format, furnished or unfurnished, 11-78 : lease agreement.</u>	TX0000148245	1978
┐ [7]	Julius Blumberg, Inc.	<u>A53—apartment lease, stabilization clauses, furnished or unfurnished, broker cl., guaranty, plain English format, 11-78.</u>	TX0000148230	1978
┐ [8]	Julius Blumberg, Inc.	<u>A54—house lease, plain English format, furnished or unfurnished, brokerage cl., guaranty, 11-78 : lease agreement.</u>	TX0000148234	1978
┐ [9]	Julius Blumberg, Inc.	<u>A55—apartment lease, comprehensive form, rules, plain English format, 11-78 : lease agreement / prepared by Arnold</u>	TX0000148233	1978

#	Name	Full Title	Copyright Number	Date
		<u>Mandell.</u>		
┐ [10]	Julius Blumberg, Inc.	<u>A673—mortgage, financial institution, plain English format, 11-78.</u>	TX0000148252	1978
┐ [11]	Julius Blumberg, Inc.	<u>Contract for sale of real estate, standard form, plain language & 25 other titles; real estate law forms & practice forms.</u>	V2176P221	1986
┐ [12]	Julius Blumberg, Inc.	<u>Flip.PRG.</u>	TX0003887185	1994
┐ [13]	Julius Blumberg, Inc.	<u>M1123—contract of sale of real estate, short form, plain English format, 11-78.</u>	TX0000148256	1978
┐ [14]	Julius Blumberg, Inc.	<u>M114—lease, plain English form, 6-78 : lease agreement.</u>	TX0000148232	1978
┐ [15]	Julius Blumberg, Inc.	<u>M337—contract of sale of real estate, plain English format, 11-78.</u>	TX0000148248	1978
┐ [16]	Julius Blumberg, Inc.	<u>M667—note and mortgage, long form, plain English format, 11-78.</u>	TX0000148242	1978
┐ [17]	Julius Blumberg, Inc.	<u>M671—mortgage, long form, plain English format, 11-78.</u>	TX0000148253	1978
┐ [18]	Julius Blumberg, Inc.	<u>M674—mortgage subordinate, plain English format, 11-78.</u>	TX0000148255	1978
┐ [19]	Julius Blumberg, Inc.	<u>M913 contract for sale of real estate : standard form, plain language, realty broker's attorney review section.</u>	TX0001811107	1984
┐ [20]	Julius Blumberg, Inc.	<u>P1125—contract of sale of real estate, short form, plain English format, 11-78.</u>	TX0000148257	1978

#	Name	Full Title	Copyright Number	Date
┐ [21]	Julius Blumberg, Inc.	<u>P172—lease, short form, plain English, 5-78 : lease agreement.</u>	TX0000148231	1978
┐ [22]	Julius Blumberg, Inc.	<u>P193—sublease, plain English form, 11- 77 : sublease agreement.</u>	TX0000148238	1978
┐ [23]	Julius Blumberg, Inc.	<u>P586—assignment of lease by tenant, with assumption, plain English format : 11-78 : assignment and assumption of lease.</u>	TX0000148244	1978
┐ [24]	Julius Blumberg, Inc.	<u>P666—note and mortgage, short form, plain English format, 11-78.</u>	TX0000148243	1978
┐ [25]	Julius Blumberg, Inc.	<u>P670—mortgage, short form, plain English format, 11-78.</u>	TX0000148241	1978

TRADEMARKS

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead	Class(es)
<u>88214230</u>	<u>5878094</u>	<u>BLUMBERG FORM</u>	<u>TSDR</u>	<u>LIVE</u>	<u>009; 016</u>
<u>88214257</u>	<u>5832277</u>	<u>BLUMBERG FORMS</u>	<u>TSDR</u>	<u>LIVE</u>	<u>009; 016; 042</u>
<u>88214158</u>	<u>5832276</u>	<u>BLUMBERG</u>	<u>TSDR</u>	<u>LIVE</u>	<u>042</u>
<u>88043291</u>	<u>5725584</u>	<u>BLUMBERG</u>	<u>TSDR</u>	<u>LIVE</u>	<u>009; 016</u>
<u>87795963</u>	<u>5535869</u>	<u>JAZZ BANDS</u>	<u>TSDR</u>	<u>LIVE</u>	<u>016</u>
<u>87675237</u>	<u>5511917</u>	<u>BLUMBERG LEASE</u>	<u>TSDR</u>	<u>LIVE</u>	<u>016</u>
<u>87662684</u>	<u>5459151</u>	<u>BLUMBERG LEGAL FORMS</u>	<u>TSDR</u>	<u>LIVE</u>	<u>035</u>
<u>87661140</u>	<u>5453575</u>	<u>EX LIBRIS</u>	<u>TSDR</u>	<u>LIVE</u>	<u>016</u>
<u>87661121</u>	<u>5448618</u>	<u>BLUMBERGEXCELSIOR</u>	<u>TSDR</u>	<u>LIVE</u>	<u>035; 042; 045</u>

<u>87661176</u>	<u>5433579</u>	<u>EXCELA</u>	<u>TSDR</u>	<u>LIVE</u>	<u>016</u>
<u>87661217</u>	<u>5423557</u>	<u>HYLSON</u>	<u>TSDR</u>	<u>LIVE</u>	<u>016</u>
<u>87661161</u>	<u>5423556</u>	<u>LITERA</u>	<u>TSDR</u>	<u>LIVE</u>	<u>016</u>
<u>87661149</u>	<u>5423555</u>	<u>SUMMA</u>	<u>TSDR</u>	<u>LIVE</u>	<u>016</u>
<u>76088179</u>	<u>2602226</u>	<u>BLUMBERG FORMS ON LINE</u>	<u>TSDR</u>	<u>LIVE</u>	
<u>76367259</u>	<u>2708847</u>	<u>BLUMBERG'S LAW PRODUCTS</u>	<u>TSDR</u>	<u>LIVE</u>	<u>006; 016</u>
<u>74357528</u>	<u>1860379</u>	<u>PEGASUS</u>	<u>TSDR</u>	<u>LIVE</u>	<u>016</u>
<u>73168003</u>	<u>1132180</u>	<u>BLACK BEAUTY</u>	<u>TSDR</u>	<u>LIVE</u>	<u>016</u>
<u>73429467</u>	<u>1343481</u>	<u>BLUMBERG'S LAW PRODUCTS and Design</u>	<u>TSDR</u>	<u>LIVE</u>	<u>042</u>
<u>74357529</u>	<u>1838593</u>	<u>BLUMBERG BLAZER FORMS and Design</u>	<u>TSDR</u>	<u>LIVE</u>	<u>009</u>
<u>88810892</u>	<u>6218451</u>	<u>CELERITY</u>	<u>TSDR</u>	<u>LIVE</u>	<u>009</u>
<u>86374613</u>	<u>4811221</u>	<u>TELL-A-SEAL</u>	<u>TSDR</u>	<u>LIVE</u>	<u>016</u>

United States Design Patent:

Blumberg Excelsior, Inc.

Patent No: US D751,647 S

Date of Patent: March 15, 2016

Name: Combined Label and Seal

Term: 14 years