

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI561768

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MATE SERIES INC.	09/27/2024
MTB DESIGNS, INC.	09/27/2024
RECEIVING PARTY DATA	
Company Name:	EASTERN METAL SUPPLY, INC.
Street Address:	3600 23rd Ave. South
City:	Lake Worth
State/Country:	FLORIDA
Postal Code:	33461
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	D978767
Patent Number:	D861125
Patent Number:	D857155
Patent Number:	8640377
Patent Number:	D607963
Patent Number:	D607962
Patent Number:	D595808
Patent Number:	D595807
Patent Number:	D591386
Patent Number:	D591385
Patent Number:	D1042728
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:	(202)672-5300
Email:	ascollins@foley.com
Correspondent Name:	Amber Collins
Address Line 1:	3000 K Street N.W.
Address Line 2:	Suite 600

PATENT

Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5109
ATTORNEY DOCKET NUMBER:	132867-0117
NAME OF SUBMITTER:	Amber Collins
SIGNATURE:	Amber Collins
DATE SIGNED:	10/14/2024
Total Attachments: 4 source=EMS - MSI- IP Assignment - Executed#page1.tiff source=EMS - MSI- IP Assignment - Executed#page2.tiff source=EMS - MSI- IP Assignment - Executed#page3.tiff source=EMS - MSI- IP Assignment - Executed#page4.tiff	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of September 27, 2024 (the “Effective Date”), is made by Mate Series Inc., a Florida corporation (“MSI”), MTB Designs, Inc., a Florida corporation (“MTB”, and together with MSI, “Assignors”) in favor of Eastern Metal Supply, Inc., a Florida corporation (“Assignee”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of the date hereof, by and between the parties hereto and certain other parties (the “Purchase Agreement”), Assignors have conveyed, transferred, and otherwise assigned to Assignee, the Intellectual Property, including without limitation, the Intellectual Property listed in Schedule 1 attached hereto, and have agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office, and/or any and all corresponding entities or agencies in any applicable jurisdictions;

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

1. Assignment. Assignors hereby irrevocably convey, transfer and assign to Assignee all of Assignors’ right, title and interest in and to all Intellectual Property and all of the goodwill associated therewith (the “Assigned IP”), including, without limitation, the following:

(a) all patents and patent applications (including design patents, design registrations, and other industrial design rights) listed in Schedule 1 attached hereto, including any and all divisions, continuations, continuation-in-part, extensions, substitutions, renewals, registrations, revalidations, reissues, reexaminations, and the like, or foreign counterparts of or to any of the aforesaid patents and patent applications, including without limitation, all issued patents that have been or may be granted thereon and any other patents and patent applications claiming priority to or the benefit of the foregoing;

(b) all unregistered trademarks or common law rights, and all trademark registrations and trademark applications, including the Soft and Graphical Assets listed in Schedule 1 attached hereto, and all issuances, extensions, and renewals thereof, along with the goodwill and business associated with any and all of the foregoing;

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

(d) all rights to any actions or claims of any nature related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for 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. Assignors hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and 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 IP Assignment or any other document otherwise confirming the rights herein upon request by Assignee. Following the date hereof and for a period of six (6) months immediately following the date hereof, Assignors 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 Assigned IP to Assignee, at Assignee's expense.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties 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. 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.


5. 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 Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[Signature page immediately follows.]

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

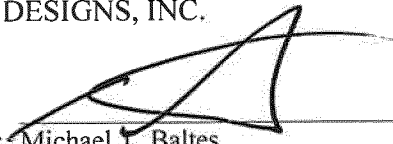
ASSIGNORS:

MATE SERIES INC.

By: 
Name: Michael T. Baltes
Title: President

Address: 1257 SW MARTIN HWY
#1829
PALM CITY FL 34991-1829

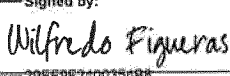
MTB DESIGNS, INC.

By: 
Name: Michael T. Baltes
Title: President

Address: 1257 SW MARTIN HWY
#1829
PALM CITY FL 34991-1829

ASSIGNEE:

EASTERN METAL SUPPLY, INC.

Signed by:
By: 
Name: Wilfredo Figueras
Title: Chief Financial Officer

Address: 3600 23rd Ave. South
Lake Worth, FL 33461
Attention: Wilfredo Figueras
Email: wfigueras@easternmetal.com

[Signature Page to Intellectual Property Assignment]

SCHEDULE 1**Patents and Patent Applications**

Patent Serial No. App No.	Jurisdiction	Title	Filing Date	Owner	STATUS
USD978767S1 29/772774	U.S.	INTEGRATED VERTICAL CUP AND ROD HOLDER	3/4/2021	MTB DESIGNS, INC.	ACTIVE
USD861125S1 29/678261	U.S.	ROD HOLDER WITH LINER	1/28/2019	MTB DESIGNS, INC.	ACTIVE
USD857155S1 29/678260	U.S.	ROD HOLDER	1/28/2019	MTB DESIGNS, INC.	ACTIVE
US8640377B2 12/612852	U.S.	FISHING ROD AND BEVERAGE HOLDER	11/5/2009	MTB DESIGNS, INC.	ACTIVE
USD607963S1 29/333987	U.S.	RECESSED FISHING ROD AND BEVERAGE HOLDER	3/18/2009	MTB DESIGNS, INC.	EXPIRED
USD607962S1 29/333984	U.S.	RECESSED FISHING ROD AND BEVERAGE HOLDER	3/18/2009	MTB DESIGNS, INC.	EXPIRED
USD595808S1 29/323480	U.S.	FISHING ROD AND BEVERAGE HOLDER	8/26/2008	MTB DESIGNS, INC.	EXPIRED
USD595807S1 29/323477	U.S.	FISHING ROD AND BEVERAGE HOLDER	8/26/2008	MTB DESIGNS, INC.	EXPIRED
USD591386S1 29/323473	U.S.	FISHING ROD AND BEVERAGE HOLDER	8/26/2008	MTB DESIGNS, INC.	EXPIRED
USD591385S1 29/323479	U.S.	FISHING ROD AND BEVERAGE HOLDER	8/26/2008	MTB DESIGNS, INC.	EXPIRED
D1042728S1 29/772771	U.S.	INTEGRATED INCLINED CUP AND ROD HOLDER	3/4/2021	MTB DESIGNS, INC.	ACTIVE