

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT1845821

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SellerX Eleven GmbH	02/20/2025
RECEIVING PARTY DATA	
Company Name:	SellerX Germany GmbH
Street Address:	Chausseestr. 19
City:	Berlin
State/Country:	GERMANY
Postal Code:	10115
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29652483
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:	+4(916)061-76400
Email:	ip@sellerx.com
Correspondent Name:	Dr. Tomasz Krzywicki
Address Line 1:	Chausseestr. 19
Address Line 2:	
Address Line 4:	Berlin, GERMANY 10115
NAME OF SUBMITTER:	Tomasz Krzywicki
SIGNATURE:	/Tomasz Krzywicki/
DATE SIGNED:	02/25/2025
Total Attachments: 4	
source=Kinamax to SX Germany - IP Assignment.docx#page1.tiff	
source=Kinamax to SX Germany - IP Assignment.docx#page2.tiff	
source=Kinamax to SX Germany - IP Assignment.docx#page3.tiff	
source=Kinamax to SX Germany - IP Assignment.docx#page4.tiff	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**IP Assignment**”) dated and effective as of February 20th, 2025 (the “**Effective Date**”) is made and entered by and among SellerX Eleven GmbH (the “**Seller**”), in favor of SellerX Germany GmbH (the “**Buyer**”).

RECITALS:

A. The Buyer, the Seller, and certain other party thereto have entered into an asset purchase agreement dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which the Seller has agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Seller, certain of the assets of the Seller.

B. Pursuant to the Purchase Agreement, the Seller is conveying, transferring, and assigning to the Buyer, certain intellectual property of the Seller, and has agreed to execute and deliver this IP Assignment to reflect such conveyance, transfer, and assignment and for recording with the EUIPO, the WIPO, the USPTO and any corresponding entities or agencies in any applicable jurisdictions.

AGREEMENT:

NOW THEREFORE, the parties hereby agree as follows:

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

(a) all the Intellectual Property Assets and all of the Seller’s right, title, and interest in, to, and under any assigned contracts relating to the Intellectual Property Assets;

(b) the trademarks set forth on **Schedule 1** hereto, the designs set forth on **Schedule 2**, and all issuances, extensions, and renewals thereof (the “**Trademarks and Designs**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks and Designs;

(c) all rights of any kind whatsoever of the Seller 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 Effective Date, 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. The Seller hereby authorizes the Commissioner for the

EUIPO, the WIPO, the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Buyer. Following the Effective Date, the Seller shall take such steps and actions, and provide such cooperation and assistance to the 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 or desirable to effect, evidence, or perfect the assignment of the Assigned IP to the 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, to which reference is made for a further statement of the rights and obligations of the Seller and the 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 of this IP Assignment, 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 Seller and their successors and assigns.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of Germany without giving effect to any choice or conflict of law provision or rule (whether of Germany or any other jurisdiction).

6. Counterparts; Facsimile. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same final IP Assignment. The exchange of copies of this IP Assignment and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this IP Assignment as to the parties and may be used in lieu of the original IP Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the Seller has duly executed and delivered this IP Assignment as of the Effective Date.

THE SELLER:

SellerX Eleven GmbH

Signed by: 
Signature: 
Name: Olivier Van Calster
Title: Managing Director

Signed by: 
Signature: 
Name: Markus Schmid
Title: Managing Director

ACKNOWLEDGED AND AGREED BY THE BUYER:

SellerX Germany GmbH

Signed by: 
Signature: 
Name: Olivier Van Calster
Title: Managing Director

Signed by: 
Signature: 
Name: Markus Schmid
Title: Managing Director

SCHEDULE 1

Trademark	Office	Trademark number
KINCMAX	Canada	2150479
KINCMAX	WIPO	wipo 1649744
KINCMAX	EU	0018563530
KINCMAX	US	6028356

SCHEDULE 2

Design name	Office	Design Number
Metal Rack	UK	6186130
Metal Rack	UK	6196429
Metal Rack	UK	6196430
Metal Rack	UK	6196431
Metal Rack	EU	8828453
Metal Rack	EU	008886006-0001
Metal Rack	EU	008886006-0002
Metal Rack	EU	008886006-0003
Metal Rack	EU	008886006-0004
Metal Rack	UK	6196428
Shower caddy	US	US 29/652,483