PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI704515

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the to correct Address of the Assignee in the assignment which is inadvertently incorrect as executed and recorded, found on pages 1 and 4 of the assignment. The Assignee address should have been: "8 South River Road, Cranbury, New Jersey, United States 08512". previously recorded on Reel 69229 Frame 251. Assignor(s) hereby confirms the Assignment of all rights in, title to, and interests in the patents and patent applications listed therein to Assignee

CONVEYING PARTY DATA

Name	Execution Date
Sellercloud, LLC	10/11/2024

RECEIVING PARTY DATA

Company Name:	Seller Hardware, LLC	
Street Address:	8 South River Road	
City:	Cranbury	
State/Country:	NEW JERSEY	
Postal Code:	08512	

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	17930768
Application Number:	18050169
Patent Number:	11892338
Patent Number:	11466843
Patent Number:	11988367

CORRESPONDENCE DATA

Fax Number: 3212552351

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: 3212552332

Email: patentdocket@uslegalteam.com

Correspondent Name: Mark R. Malek

Address Line 1: 1990 West New Haven Avenue

Address Line 2: Second Floor

Address Line 4: Melbourne, FLORIDA 32904

ATTORNEY DOCKET NUMBER:	1763.00000
NAME OF SUBMITTER:	Jonathan Staudt

SIGNATURE:	Jonathan Staudt
DATE SIGNED:	12/18/2024
Total Attachments: 16	•
source=2024-12-17_Assignee Dec	claration_Signed#page1.tiff
source=2024-12-17_Assignee Dec	claration_Signed#page2.tiff
source=2024-12-17_Assignee Dec	claration_Signed#page3.tiff
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IN THE UNITED STATE PATENT AND TRADEMARK OFFICE ASSIGNMENT RECORDATION BRANCH

DECLARATION BY ASSIGNEE TO CORRECT TYPOGRAPHICAL ERRORS IN RECORDED ASSIGNMENT DOCUMENT

December 18, 2024

Mail Stop Assignment Recordation Services,

Director of the United States Patent and Trademark Office,

P.O. Box 1450, Alexandria, Virginia 22313-1450

I hereby declare that:

- I, <u>Jeremy Greenberg</u>, residing in Edison, New Jersey, 08817 USA, am authorized to act on behalf of <u>Seller Hardware</u>, a New Jersey Limited Liability Company, with offices located at 410 Monmouth Ave., Lakewood, New Jersey, USA 08701;
- 2. I, Jeremy Greenberg, am the CEO of Seller Hardware, LLC;
- 3. Assignment agreements titled "INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT," (hereinafter the "Assignment") were entered into and fully executed by and between <u>SellerCloud</u>, a Delaware Limited Liability Company, with offices located at 251 Little Falls Drive, Wilmington, Delaware, United States 19808 ("Assignor"), and Seller Hardware, LLC ("Assignee") on October 11, 2024;
- 4. The execution of the Assignment assigned one-hundred percent (100%) of the ownership of the five (5) patents and patent applications discussed therein to Assignee from Assignor;
- 5. The five (5) patents and patent applications assigned to Assignee from Assignor under the Assignment (hereinafter the "Patents and Applications") were:

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- i. U.S. Patent Application Serial No. 17/930,768;
- ii. U.S. Patent Application Serial No. 18/050,169;
- iii. U.S. Patent No. 11,892,338;
- iv. U.S. Patent No. 11,466,843; and
- v. U.S. Patent No. 11,988,367;
- 6. The entire title to the Patents and Applications is vested in Assignee;

PATENT REEL: 070612 FRAME: 0674 The state of the s

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- 7. The Assignment inadvertently contained a typographical error therein regarding the address of Assignee when the Assignment was fully executed;
- 8. The incorrect address of Assignee inadvertently recited in error in the Assignment is: 9 Hamlin Road, Edison, New Jersey 08817, on pages one (1) and four (4) of the Assignment;
- 9. The correct address of Assignee that should have been recited in the Assignment is **8 South**River Road, Cranbury, New Jersey, United States 08512;
- 10. The Assignment was filed with the Assignment Recordation Branch of the United State Patent and Trademark Office on <u>November 12</u>, 2024, with the incorrect address of Assignee;
- 11. The Assignment was recorded by the Assignment Recordation Branch of the United State

 Patent and Trademark Office at Reel/Frame numbers 069229/0251;
- 12. The Assignment was erroneously filed in duplicate with the Assignment Recordation Branch of the United State Patent and Trademark Office on <u>December 2, 2024</u>, with the incorrect address of Assignee;
- 13. The duplicate of the Assignment filed on December 2, 2024, was recorded by the Assignment Recordation Branch of the United State Patent and Trademark Office at Reel/Frame numbers 069444/0526;
- 14. I believe the only difference between the duplicates of the Assignments filed is that the November 12, 2024, Assignment filing (R/F no. 069229/0251) also serves as an Oath/Declaration under 37 CFR 1.63, and the December 2, 2024 Assignment filing (R/F no. 069444/0526) does not also serve as an Oath/Declaration;
- 15. The Assignor is not available to correct the original Assignment or to execute a new assignment agreement;
- 16. I respectfully request the Assignment Recordation Branch of the USPTO to correct the typographical error regarding the address of Assignee inadvertently included in the Assignment filed in duplicate on November 12, 2024, and December 2, 2024, and replace the above reference incorrect Assignee address with the correct Assignee address listed above;
- 17. The correction of the address of the Assignee respectfully requested hereby would not and will not affect title to the Patents and Applications against which the Assignment / original Assignment is recorded;

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- 18. A copy of the respective original Assignment recorded with the USPTO, and a cover sheet, are to be accompanying the submission of this declaration by Assignee; and
- 19. I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five (5) years, or both.

By:

ASSIGNEE

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SELLER HARDWARE, LLC

Legal Name of Signatory: Jeremy Greenberg

Title: CEO of Seller Hardware, LLC

Date: DEC 18, 2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI614455

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SELLERCLOUD LLC	10/11/2024

RECEIVING PARTY DATA

Company Name:	Seller Hardware LLC	
Street Address:	9 Hamlin Road	
City:	Edison	
State/Country:	NEW JERSEY	
Postal Code:	08817	

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	17930768
Patent Number:	11892338
Patent Number:	11466843
Patent Number:	11988367
Application Number:	18050169

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: (914)872-7247

Email: jana.farmer@wilsonelser.com,william.behr@wilsonelser.com

Correspondent Name: Jana Farmer

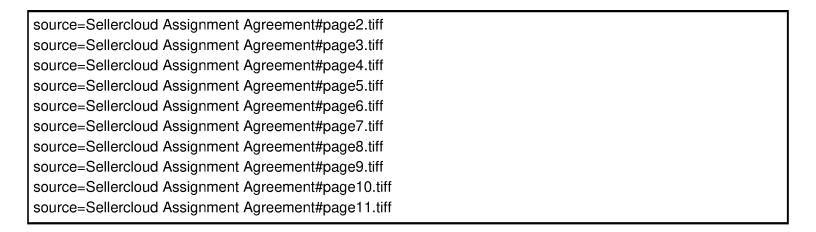
Address Line 1: 1133 Westchester Avenue

Address Line 4: White Plains, NEW YORK 10604

NAME OF SUBMITTER:	Nicollette Alvarez	
SIGNATURE:	Nicollette Alvarez	
DATE SIGNED:	11/12/2024	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 11

source=Sellercloud Assignment Agreement#page1.tiff



INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment Agreement") is entered into this October __, 2024 (the "Effective Date"), by and between the following parties (referred collectively as "Parties" or singularly as "Party"):

- Sellercloud LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, located at 8 S. River Road, Cranbury, New Jersey 08512 (hereafter "Sellercloud" or "Assignor") and
- Seller Hardware LLC, a limited liability company duly organized and existing under the laws of the State of New Jersey, located at 9 Hamlin Road, Edison, New Jersey 08817 (hereafter "Assignee").

WHEREAS, Assignor has been developing hardware and associated equipment in connection with projects identified by the names 4D Scale, SKUBLOX, 4DEEM, PRINTBLOC, an as yet unnamed wireless asset tracking device and the software and source code developed in connection with the operation of such hardware and equipment;

WHEREAS, Assignor now desires to convey, transfer and assign all of its right, title, and interest in and to registered patents and patent applications, registered trademarks and trademark applications, and any and all other intellectual property owned by Assignor exclusively used for 4D Scale, SKUBLOX, 4DEEM, PRINTBLOC, the wireless asset tracking device projects and the software and source code developed exclusively for the operation of such hardware and equipment to Assignee;

WHEREAS, the Assignee wishes to make commercial use of, promote and monetize the Assigned IP (as hereinafter defined); and

WHEREAS, Assignee therefore desires to acquire all rights, title, and interest in and to the Assigned IP, including any and all common law rights therein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the Parties agree as follows:

- 1. **Assignment:** Assignor hereby conveys, transfers and assigns to Assignee, all of which Assignor represents and warrants are exclusively owned by Assignor, free and clear of any encumbrances, and Assignee hereby accepts, all of Assignor's right, title and interest in, to, and under the following intellectual property exclusively used for 4D Scale, SKUBLOX, 4DEEM, PRINTBLOC, the wireless asset tracking device projects of Assignor and the software and source code developed exclusively for the operation of such hardware and equipment (collectively, the "Assigned IP"):
 - a. all inventions, designs and ideas reduced to writing, including without limitation, the patents and patent applications set forth on Schedule A to Exhibit A hereto

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("Patents"), and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other conventions, and the worldwide right to file applications for said inventions in Assignee's own name;

- all trade secrets, non-public know-how, discoveries, improvements, concepts, ideas, methods, processes, procedures, designs, plans, schematics, invention disclosure statements, drawings, formulae, technical data, specifications, research and development information, technology and product roadmaps and data bases and other proprietary or confidential information, including customer, supplier and mailing lists;
- c. all marks, names, trade dress, whether registered or unregistered, including without limitation, the trademark registrations and applications set forth on Schedule A to Exhibit B hereto ("Marks"), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof:
- d. all copyrights, including, without limitation, any unregistered copyrights, applications, any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the copyrights, and in and to all rights corresponding to the foregoing throughout the world, and all the rights embraced therein, including but not limited to, the right to duplicate, reproduce, copy, distribute, display, license, adapt, and prepare derivative works from the copyrights, together with all physical or tangible embodiments of the copyrights, in Assignor's possession or under Assignor's control;
- e. the domain names set forth in Exhibit C
- f. in the case of each of the foregoing:
 - all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - ii. 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
 - iii. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor's Obligations:

- a. Assignor shall execute and deliver to Assignee on or before the Effective Date the Patent Assignment in the form shown in Exhibit A and the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Patents and the Marks and any and all federal registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Patents and the Marks.
- b. Assignor shall notify Assignee of the receipt of any claim that use of the any of the Assigned IP violates the rights of any third party and shall fully cooperate with Assignee in any litigation, proceeding or settlement regarding any such claim.
- c. After the Effective Date, Assignor agrees to make no further use of the Assigned IP or any intellectual property confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the Parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Patents and the Marks.
- 3. **Recordation**: Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials to record and register this Assignment Agreement upon request by Assignee.
- 4. **Assignee's Obligations:** Assignee shall be fully responsible for responding to any Office Actions of the United States Patent and Trademark Office ("USPTO") in connection with the Assigned IP; the maintenance and enforcement of the Assigned IP, including for any claims of infringement, unfair competition, or palming off. If Assignee elects to sue the third party engaging in infringement, unfair competition, or palming off, Assignor shall fully cooperate.
- 5. **Entire Agreement:** This Assignment Agreement constitutes the entire agreement of the Parties with regard to the subject matter thereof. No modifications of or additions to this Assignment Agreement shall have effect unless in writing and properly executed by all Parties, making specific reference to this Assignment Agreement by date, Parties, and subject matter.

6. Notice. Unless any subsequent change of contact person or address is provided in writing to the other Parties, any notices required to be given pursuant to this Agreement may be sent by any Party electronically, by facsimile, or by U.S. mail to the following address(es):

SELLERCLOUD LLC

Sellercloud LLC 8 S. River Road Cranbury, NJ 08512

SELLER HARDWARE LLC

9 Hamlin Road Edison, NJ 08817

jeremy@sellercloud.com

With a copy to:

William Lipkind, Esq.
Wilson Elser Moskowitz Edelman & Dicker LLP

7 Giralda Farms Madison NJ 07940 United States

973.735.5749 (Direct) ext. 5749 William.Lipkind@wilsonelser.com

- 7. The WHEREAS clauses are hereby incorporated by reference into the operative terms and conditions of this Assignment Agreement and shall have the same force and effect as any other provision contained herein.
- 8. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
- 9. The failure of a Party to enforce any terms or provisions of this Assignment Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Assignment Agreement is determined to be invalid or unenforceable, then the remainder of the Assignment Agreement shall remain valid and enforceable as if the Assignment Agreement did not contain the invalid or unenforceable provision.
- 10. NOTWITHSTANDING ANYTHING IN THIS ASSIGNMENT AGREEMENT TO THE CONTRARY, THE ASSIGNED IP IS ASSIGNED AND ASSUMED ON AN "AS IS"

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BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED IP, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS ASSIGNMENT AGREEMENT EVEN IF ASSIGNOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 11. This Assignment Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of laws principles, and shall be enforceable against the Parties in the courts of Delaware. For such purpose, each Party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Assignment Agreement may be heard and determined in any of such courts.
- 12. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment Agreement to be executed as of the date first set forth above.

SELLERCLOUD LLC	SELLER HARDWARE LLC
By: 0/20	By: Of M
Name Jeremy Greenberg Title: Manager	Name: Jeromy Greenberg Title: Manager
Date: Oct 11, 2024	Date: Oct 11, 2024

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE PATENT ASSIGNMENT

WHEREAS, Sellercloud LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, located at 251 Little Falls Drive, Wilmington, Delaware, United States 19808 ("Assignor") owns all the right, title and interest in and to the federal patent registrations and patent applications identified in Schedule A hereto (the "Patents"); and

WHEREAS, Seller Hardware LLC, a limited liability company duly organized and existing under the laws of the State of New Jersey, located at 9 Hamlin Road, Edison, New Jersey 08817 ("Assignee"), desires to acquire all right, title and interest in and to the Patents, the registrations thereof, and the inventions disclosed in such patents and patent applications;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Patents and the inventions disclosed in such patents and patent applications which are vested in the Assignor in respect of the United States and its territorial possessions and in all foreign countries, to all letters patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application and any continuation, divisional, renewal, substitute or reissue thereof and any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

OCT 11,2024	SELLERCLOUD LLC
State of New Low	By: A
	Name: JERBNY GREEVIERG
	Title: CEO

State of New Joseph State of Middlesys ss.:

On this day of Oct, 2024, before me, Nanck Nume, personally appeared Yeven Greenburg personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Notarial Seal

SCHEDULE A - Assigned Patents and Patent Applications

- 1) United States patent for "four-dimension (4D) scale for distribution and warehouse management, and associated methods", described in U.S. Patent No. US11,892,338 B2, filed on February 6, 2024;
- 2) United States patent for "put wall customizable light integration system, devices, and associated methods", described in U.S. Patent No. US 11,466,843 B2, filed October 11, 2022;
- 3) United States patent for "put wall light integration system, devices, and associated methods", described in U.S. Patent No. US 11,988,367 B2, filed May 21, 2024;
- 4) Patent application for "object measurement device", described in U.S. Patent Application No. US 2023/0075046 A1, filed on October 27, 2022;
- 5) Patent application for "measurement relay device and associated methods", described in U.S. Patent Application No. US 2023/0007733 A1, filed on September 9, 2022.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE TRADEMARK ASSIGNMENT

WHEREAS, Sellercloud LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, located at 251 Little Falls Drive, Wilmington, Delaware, United States 19808 ("Assignor") owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Schedule A hereto (the "Marks") and all foreign registrations everywhere in the world; and

WHEREAS, Seller Hardware LLC, a limited liability company duly organized and existing under the laws of the State of New Jersey, located at 9 Hamlin Road, Edison, New Jersey 08817 ("Assignee"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged. Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

a o T Date

SELLERCLOUD LLC

Name:

Title:

On this I day of Oct, 2024, before me, Mannethe Munice, personally appeared Jeremy I Greenburg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission expires: 01-28-29

Notarial Seal

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SCHEDULE A - Assigned Trademarks

1) Trademark application for the standard character mark PRINTBLOC, United States Application No. 98482341, in International Class 009 for "computer hardware, namely a printer device allowing connectivity";

4D Scale

- 2) Registered design trademark (4D Scale logo), United States Registration No. 7271486, in International Class 009 for "Measuring apparatus, namely, scales for measuring the dimensions and weight of packages with embedded Internet of Things (IOT) software for transmitting the data to a web resource identified by a Uniform Resource Locator";
- 3) Registered standard character trademark SKUBLOX, United States Registration No. 6702098, in International Class 009 for "Warehousing and distribution inventory management system comprised primarily of bar code readers, optical code readers, and recorded computer operating software and also including colored lights for illuminating order picking areas";
- 4) Registered trademark 4DEEM, United States Registration No. 6981325, in International Class 009 for "Measuring apparatus, namely, scales for measuring the dimensions and weight of packages with embedded Internet of Things (IoT) software for transmitting the data to a web resource identified by a Uniform Resource Locator".

Exhibit C

Domain Names

4dscale.com skublox.com Printbloc.com

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RECORDED: 12/18/2024