## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM656489

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Adirondack manufacturing corporation		05/18/2021	Corporation:

### **RECEIVING PARTY DATA**

Name:	Joffrey BARTHEL
Street Address:	34 boulevard de la liberté
City:	Chatillon
State/Country:	FRANCE
Postal Code:	92320
Entity Type:	INDIVIDUAL: FRANCE

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3381349	BRICKFILMS

#### **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.

Email: barthel.joffrey@gmail.com

**Correspondent Name: BARTHEL** 

Address Line 1: 34 boulevard de la liberté Address Line 4: Chatillon, FRANCE 92320

NAME OF SUBMITTER:	barthel
SIGNATURE:	/joffrey barthel/
DATE SIGNED:	06/28/2021

#### **Total Attachments: 4**

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> **TRADEMARK** REEL: 007338 FRAME: 0295

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of May 18, 2021 is made by ADIRONDACK MANUFACTURING CORPORATION, a New York corporation, located at 2 N Lyons Ave, Menands, New York 12204 ("Seller"), in favor of JOFFREY BARTHEL, an individual, residing at 34 boulevard de la liberté Chatillon, France ("Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of May 18, 2021 (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 Trademark Assignment, for recording with the United States Patent and Trademark Office;

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, 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:
  - (a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;
  - (b) 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;
  - (c) 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
  - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for 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 Trademark in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Buyer, or any assignee or successor thereto.

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- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark 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 Trademark. 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 Trademark 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 Trademark 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 Trademark Assignment. This Agreement may be executed by electronic signature.
- 5. <u>Successors and Assigns</u>. This Trademark 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 Trademark 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 Trademark 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

ADIRONDACK MANUFACTURING CORPORATION

By Charles Price, President

Name: Charles Price

Title: President

Address for Notices:

2 N Lyons Ave

Menands, NY 12204

AGREED TO AND ACCEPTED:

DocuSigned by:

JOFFREY BARTHEL

Address for Notices:

34 boulevard de la liberté

Chatillon, France

# **SCHEDULE 1**

## ASSIGNED TRADEMARK

# **Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date
BRICKFILMS	US	3381349	02/12/2008

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**RECORDED: 06/28/2021**