

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UB Foundation Activities, Inc.		05/01/2021	Non-Profit Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	UDSmr, LLC		
Street Address:	270 Northpointe Parkway		
Internal Address:	Suite 300		
City:	Amherst		
State/Country:	NEW YORK		
Postal Code:	14228		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1928083	WEEFIM	
Registration Number:	1939633	FIMWARE	
Registration Number:	2175588	LIFEWARE	
Registration Number:	2315662	UDSMR	
Registration Number:	2363709	WEEFIM	
Registration Number:	2647644	THE FIM SYSTEM	
Registration Number:	2734298	UDSMR	
Registration Number:	2759571	ALPHAFIM	
Registration Number:	2802985	UDS-PRO	
Registration Number:	2984268	UDS-PROI	
Registration Number:	3021749	WEEFIM II	
Registration Number:	3021797	WEEFIM II	
Registration Number:	3230444	WEEFIM II	
Registration Number:	3245311	UDS-PROI	
Registration Number:	3593521	FIM	
Registration Number:	3978059	ALPHAFIM	
Registration Number:	4944405	ACUTEFIM	

OP \$440.00 1928083

CORRESPONDENCE DATA**Fax Number:** 7168490349*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:** 7168564000**Email:** acutaia@hodgsonruss.com**Correspondent Name:** Alfonzo I. Cutaia - Hodgson Russ LLP**Address Line 1:** 140 Pearl Street, Suite 100**Address Line 2:** The Guaranty Building**Address Line 4:** Buffalo, NEW YORK 14202-4040

ATTORNEY DOCKET NUMBER:	003599.00242
NAME OF SUBMITTER:	Alfonzo I. Cutaia
SIGNATURE:	/Alfonzo I. Cutaia #60,070/
DATE SIGNED:	02/17/2022

Total Attachments: 4

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TRADEMARK AND SERVICE MARK ASSIGNMENT AGREEMENT

This TRADEMARK AND SERVICE MARK ASSIGNMENT AGREEMENT (this “*TSAA*”), dated as of May 1, 2021 (the “*Effective Date*”), is entered into by and among **UB Foundation Activities, Inc.**, a New York not for profit corporation (“*Assignor*”), and **UDSmr, LLC**, a New York limited liability company (“*Assignee*”). Assignor and the Assignee are each a “*Party*” to this TSAA, and collectively they are the “*Parties*”.

RECITALS

WHEREAS, Assignor and Assignee are parties to a Transfer Agreement (the “*Transfer Agreement*”) under which Assignor agreed to sell, transfer, convey, and assign to Assignee all of the right, title and interest in and to the marks identified on Appendix A (the “*Marks*”);

WHEREAS, Assignor desires to sell, transfer, convey and assign the Marks and the goodwill associated therewith to Assignee; and

WHEREAS, Assignee desires receive all of the right, title and interest in and to the Marks, as well as the good will associated with the Marks; and

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and other premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. Assignment. In consideration of the payment by Assignee made pursuant to the Transfer Agreement, Assignor does hereby sell, assign and transfer unto Assignee all of Assignor’s right, title, and interest in and to the Marks, together with the goodwill associated with the Marks, including, without limiting the generality of the foregoing, the right to sue and collect any damage awards in connection with the infringement thereof, proceeds, or royalties with respect thereto, all said rights to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held by Assignor had this TSAA not been made.

2. Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE TRANSFER AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH REGARD TO THE MARKS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY, TITLE OR ENFORCEABILITY OF ANY TRANSFERRED MARKS.

3. General Provisions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Transfer Agreement. This TSAA and the Transfer Agreement constitute, the sole and entire agreement of the Parties with respect to the Marks, and those agreements supersede all other prior representations, warranties, understandings, and agreements, both written and oral, with respect to the Marks. Notwithstanding any other provision of this TSAA to the contrary, in the event and to the extent there shall be a conflict between the

provisions of this TSAA and the provisions of the Transfer Agreement, the provisions of the Transfer Agreement shall control. This TSAA shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment to this TSAA and executed by each of the Parties. Neither any course of conduct nor failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy, or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This TSAA shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

4. Governing Law. This TSAA, all acts and transactions pursuant hereto and all obligations of the parties hereto shall be governed by and construed in accordance with the laws of 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) that would result in the application of the laws of any other jurisdiction.

5. Counterparts. This TSAA may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this TSAA delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this TSAA.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this TSAA to be duly executed as of the Effective Date set forth above.

UB Foundation Activities, Inc.

By: 

Name: Edward P. Schneider

Title: Executive Director

UDSMR, LLC

By UB Foundation Activities, Inc., Manager

By: 

Name: Edward P. Schneider

Title: Executive Director

Signature Page to Trademark and Service Mark Assignment Agreement

TRADEMARK
REEL: 007637 FRAME: 0750

Appendix A

Marks

Registration No.	Mark
1928083	WEEFIM
1939633	FIMWARE
2175588	LIFEWARE
2315662	UDSMR
2363709	WEEFIM
2647644	THE FIM SYSTEM
2734298	UDSMR
2759571	ALPHAFIM
2802985	UDS-PRO
2984268	UDS-PROI
3021749	WEEFIM II
3021797	WEEFIM II
3230444	WEEFIM II
3245311	UDS-PROI
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