

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fulton America Limited Company		06/25/2012	LIMITED LIABILITY COMPANY: ARIZONA

**RECEIVING PARTY DATA**

<b>Name:</b>	Shock Doctor, Inc.
<b>Street Address:</b>	3300 Fernbrook Lane North, Suite 250
<b>City:</b>	Plymouth
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55447
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3588883	C-TACK
Registration Number:	3107543	CUTTERS
Registration Number:	2531866	CUTTERS

**CORRESPONDENCE DATA**

Fax Number: 6127661600  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 6127667000  
 Email: tmmpls@faegrebd.com  
 Correspondent Name: Jodi DeSchane/Sarah House  
 Address Line 1: 90 South Seventh Street  
 Address Line 2: 2200 Wells Fargo Center  
 Address Line 4: Minneapolis, MINNESOTA 55402

<b>ATTORNEY DOCKET NUMBER:</b>	473893.000001
--------------------------------	---------------

OP \$90.00 3588883

NAME OF SUBMITTER:	Sarah M. House
Signature:	/Sarah M House/
Date:	06/27/2012
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of June 25, 2012, by and between Fulton America Limited Company d/b/a Cutters Gloves, an Arizona limited liability company ("Assignor"), and Shock Doctor, Inc., a Delaware corporation ("Assignee").

### BACKGROUND

WHEREAS, Assignor is the owner of the patents, trademarks and other intellectual property identified on Exhibits A-1, A-2, A-3, A-4 and A-5, attached hereto and which are incorporated herein by reference (collectively, the "Intellectual Property");

WHEREAS, Assignor and Assignee have executed an Asset Purchase Agreement dated as of the date hereof, by and among Assignor, Assignee, Jeffrey Beraznik and Laura Beraznik (the "Purchase Agreement"); and

WHEREAS, Assignor desires to transfer and assign its rights in the Intellectual Property to Assignee pursuant to the terms of the Purchase Agreement, and Assignee desires to accept such transfer and assignment.

### AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement and effective as of the Closing Date (as defined in the Purchase Agreement), Assignor hereby irrevocably assigns, conveys, sells, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest of every kind and character throughout the world, including moral rights and all associated goodwill, in and to the Intellectual Property, to the full extent of Assignor's ownership or interest therein; including, without limitation, all federal, state, foreign, statutory and common law and other rights; all domestic and foreign trademark applications and registrations therefore (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue and recover for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Intellectual Property.

2. Further Action. Upon Assignee's request, Assignor will promptly take all such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Intellectual Property.

3. No Detrimental Action. Assignor will not engage in any action detrimental to the validity of the Intellectual Property after the execution of this Agreement.

4. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

5. No Waiver. No delay, failure or waiver by either party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

6. Purchase Agreement. This Agreement is subject to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants, agreements, limitations and restrictions contained therein, all of which will survive the execution and delivery of this Agreement as and to the extent provided in the Purchase Agreement.

7. Entire Agreement. This Agreement, including the exhibits hereto which are incorporated herein by reference, serves to document formally the entire understanding between the parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter, with the exception of the representations, warranties, covenants, agreements, limitations and restrictions contained in the Asset Purchase Agreement and the Bill of Sale, Assignment and Assumption Agreement dated as of the date hereof, between Assignor and Assignee. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the party against which enforcement of the amendment or modification is sought.

8. Governing Law. This Agreement will be governed by and construed by the laws of the State of Delaware, without regard to conflicts-of-law principles.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. Signatures delivered by facsimile, Adobe "portable document format" (.pdf) or any other electronic means will be deemed to be and will be treated for all purposes as original signature pages.


\* \* \* \* \*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

ASSIGNOR:

FULTON AMERICA LIMITED COMPANY  
d/b/a CUTTERS GLOVES

By   
Jeff Beraznik, Manager

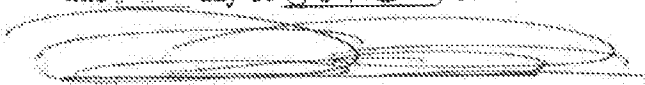
By   
Laura Beraznik, Manager

ASSIGNEE:

SHOCK DOCTOR, INC.

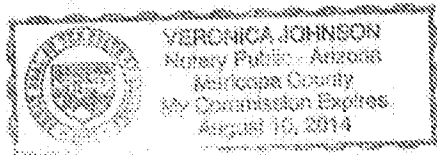
By \_\_\_\_\_  
Its \_\_\_\_\_

Subscribed and sworn to before me  
this 25 day of June, 2012.



Notary Public

[Seal]



Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

[Seal]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

**ASSIGNOR:**

FULTON AMERICA LIMITED COMPANY  
d/b/a CUTTERS GLOVES

By \_\_\_\_\_  
Jeff Beraznik, Manager

By \_\_\_\_\_  
Laura Beraznik, Manager

**ASSIGNEE:**

SHOCK DOCTOR, INC.

By \_\_\_\_\_  
Its CEO

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

[Seal]

Subscribed and sworn to before me  
this 25<sup>th</sup> day of June, 2012.

Jennifer H. Kollar  
Notary Public

[Seal]

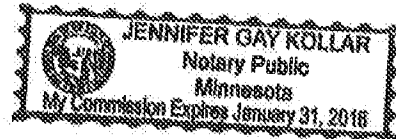


EXHIBIT A-2

Registered Trademarks:

<u>Description</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Application Filing Date</u>
CUTTERS	Canada	TMA641,540	1,172,633	6/7/2005	4/1/2003
C-TACK	USA	3,588,883	78/293,774	3/10/2009	9/28/2003
CUTTERS	USA	3,107,543	78/293,038	6/20/2006	9/27/2003
CUTTERS	USA	2,531,866	76/180,797	1/22/2002	12/14/2000