

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Baldt Incorporated		05/03/2013
	Glenn S. Suplee Trust		05/03/2013
			Entity Type
			CORPORATION: PENNSYLVANIA
			TRUST:
RECEIVING PARTY DATA			
Name:	New Baldt LLC		
Street Address:	150 E 58th St, 38th Fl.		
Internal Address:	c/o David A. Castle		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
	Property Type	Number	Word Mark
	Registration Number:	2941556	BALDT
	Registration Number:	1137576	BALDT
	Registration Number:	0534964	BALDT
	Registration Number:	0530291	BALDT
	Registration Number:	2808607	MOORFAST
CORRESPONDENCE DATA			
Fax Number:	2124462350		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2127544475		
Email:	tfritsch@bsflp.com		
Correspondent Name:	Thomas X. Fritsch		
Address Line 1:	575 Lexington Ave., 8th Floor		
Address Line 2:	Boies, Schiller & Flexner LLP		

OP \$140.00 2941556

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Thomas X. Fritsch

Signature:

/Thomas X. Fritsch/

Date:

05/03/2013

Total Attachments: 6

source=Baldt_IP_assignment_agreement##page1.tif

source=Baldt_IP_assignment_agreement##page2.tif

source=Baldt_IP_assignment_agreement##page3.tif

source=Baldt_IP_assignment_agreement##page4.tif

source=Baldt_IP_assignment_agreement##page5.tif

source=Baldt_IP_assignment_agreement##page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of May 3, 2013, is made by Baldt Incorporated, a Pennsylvania corporation ("Baldt"), and Glenn S. Suplee Trust ("Trust" and together with Baldt, "Sellers"), in favor of New Baldt LLC, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Sellers pursuant to the Asset Purchase Agreement among Baldt, Trust and Buyer, dated as of May 3, 2013 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer and assign to Buyer, and Buyer hereby accepts, all of Sellers' right, title and interest in and to the Intangible Assets (as such term is defined in the Asset Purchase Agreement), including without limitation the following:

- (a) the Intangible Assets set forth on Schedule 1 hereto;
- (b) other related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing);
- (c) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and
- (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.

2. Recordation and Further Actions. Sellers authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other

governmental officials to record and register this IP Assignment upon request by Buyer. Sellers shall take such steps and actions following the date hereof as may be reasonably requested by Buyer in connection with this IP Assignment, including the execution of any documents, files, registrations, or other similar items, to ensure that the Intangible Assets are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that 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. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP 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 IP Assignment.

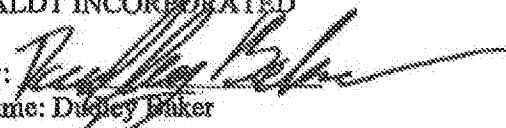
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

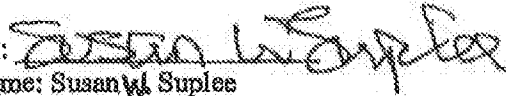
IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

BALDT INCORPORATED

By: 
Name: Dudley Baker
Title: President

Address for Notices:
c/o Susan Suplee, personal
representative for Glenn Suplee
400 S. Roberts Road
Rosemont PA 19010
E-mail: susan_suplee@yahoo.com
Attention: Susan Suplee

GLENN S. SUPLEE TRUST

By: 
Name: Susan Suplee
Title: Administratrix DBN-CTA of
the Estate of Glenn S. Suplee

Address for Notices:
c/o Susan Suplee, personal
representative for Glenn Suplee
400 S. Roberts Road
Rosemont PA 19010
E-mail: susan_suplee@yahoo.com
Attention: Susan Suplee

AGREED TO AND ACCEPTED:

NEW BALDT, LLC

By: _____

Name:
Title:
Address for Notices:

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

BALDT INCORPORATED

By: _____

Name: Dudley Baker

Title: President

Address for Notices:

c/o Susan Suplee, personal
representative for Glenn Suplee

400 S. Roberts Road

Rosemont PA 19010

E-mail: susan_suplee@yahoo.com

Attention: Susan Suplee

GLENN S. SUPLEE TRUST

By: _____

Name: Susan W. Suplee

Title: Administratrix DBN-CTA of
the Estate of Glenn S. Suplee

Address for Notices:

c/o Susan Suplee, personal
representative for Glenn Suplee

400 S. Roberts Road

Rosemont PA 19010

E-mail: susan_suplee@yahoo.com

Attention: Susan Suplee

AGREED TO AND ACCEPTED:

NEW BALDT, LLC

By: David Castle

Name: David Castle

Title: Authorized Signatory

Address for Notices:

New Baldt LLC

c/o David A Castle

150 E 58th St, 38th Fl.

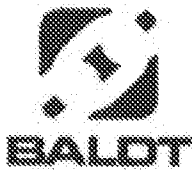

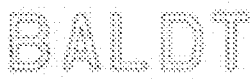

NY, NY 10155

Facsimile: (917) 591-8077

Email: dac@baldt-us.com

SCHEDULE 1

TRADEMARKS

Mark	Owner	Application Date	Registration Number	Registration Date	Class & Goods/Services
	Glenn S. Suplee Trust	11/4/2002	2,941,556	4/19/2005	(Int'l Class: 6) Marine anchors and related components sold as a unit therewith, namely, anchor chains and marine hardware, namely, anchors, anchor and mooring chain, swivels, shackles, connecting links, chasers, hooks, claws, and ulsters
	Baldt Incorporated	4/3/1978	1,137,576	7/8/1980	(Int'l Class: 6) Metallic chains for anchor and mooring systems, anchors, shackles, connecting links, swivels, chain stoppers, deck and dock equipment, release hooks, end links, swivel shackles, chain chasers and hinge links
	Glenn S. Suplee Trust	3/11/1949	534,964	12/19/1950	(Int'l Class: 6) Chain links and detachable chain links
	Glenn S. Suplee Trust	2/25/1949	530,291	9/5/1950	(Int'l Class: 6) Marine anchors
Moorfast	Glenn S. Suplee Trust	11/5/2002	2,808,607	1/27/2004	(Int'l Class: 6) Marine anchors

DOMAIN NAME

Balddt.us

EMAIL ADDRESSES

baldtus@yahoo.com

baldtusa@yahoo.com

chainpa@yahoo.com

baldtus@gmail.com

baldtusa@gmail.com

PHONE NUMBER

(610) 447-5200

FAX NUMBER

(610) 874-8599