

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	Entity Type
Allen-Vanguard Corporation		09/20/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Mustang Survival ULC		
Street Address:	7525 Lowland Drive		
City:	Burnaby, British Columbia		
State/Country:	CANADA		
Entity Type:	Unlimited Liability Company: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1947825	EOD	
Registration Number:	3371187	IDAS	
Registration Number:	2484493	ME	
Registration Number:	3852056	ME	
Registration Number:	3852057	ME MED-ENG	
Registration Number:	4097502	MED-ENG	
Registration Number:	4000290	RIGIFLEX	
Registration Number:	2708737	V.TOP	
Registration Number:	2792328	V.TOP ENGINEERED BY MED-ENG SYSTEMS INC.	
CORRESPONDENCE DATA			
Fax Number:	(212) 245-		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 519-5188		
Email:	bmcfely@kanekessler.com		
Correspondent Name:	Brendan P. McFeely		

OP \$240.00 1947825

Address Line 1: 1350 Avenue of the Americas
Address Line 2: 26th Floor
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 8485-21

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Brendan P. McFeely

Signature: /Brendan P. McFeely/

Date: 10/10/2013

Total Attachments: 15

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of September 20, 2013, by and among Allen-Vanguard Corporation, an Ontario corporation (the "Canadian Assignor"), and Allen-Vanguard Ltd., a company incorporated in England and Wales (the "UK Assignor"), and collectively with the Canadian Assignor, the "Assignors" and, each individually, an "Assignor"), and Mustang Survival ULC, a British Columbia unlimited liability company (the "Canadian Assignee"), and SenCan Limited, a company incorporated in England and Wales (the "UK Assignee" and collectively with the Canadian Assignee, the "Assignees" and, each individually, an "Assignee").

RECITALS

WHEREAS, Assignors, Assignees and the other parties thereto have entered into the Transaction Agreement, dated as of the date hereof (the "Transaction Agreement"), pursuant to which Assignees have acquired all of Assignors' right, title and interest in and to the trademark registrations and pending trademark applications associated therewith that are listed in Schedule A hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignees each hereby agree as follows:

1. Purpose and Definitions. This Agreement is executed and delivered pursuant to the Transaction Agreement. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Transaction Agreement.
2. Assignment. (a) By Canadian Assignor. The Canadian Assignor hereby forever sells, assigns, transfers, conveys and delivers to the Canadian Assignee and its successors and assigns, and the Canadian Assignee hereby purchases and accepts from Canadian Assignor, free and clear of all Liens (other than Permitted Liens) all of such Assignor's right, title and interest in, to and under those Assigned Trademarks listed on Schedule A as owned by the Canadian Assignor, including, without limitation, all goodwill associated therewith or symbolized thereby, all common law trademark rights, together with the right to sue and recover damages for future, present and past infringements thereof and to fully and entirely stand in the place of such Assignor in all matters related thereto.

(b) By UK Assignor. The UK Assignor hereby forever sells, assigns, transfers, conveys and delivers to the UK Assignee and its successors and assigns, and the UK Assignee hereby purchases and accepts from UK Assignor, free and clear of all Liens (other than Permitted Liens), all of such Assignor's right, title and interest in, to and under the those Assigned Trademarks listed on Schedule A as owned by the UK Assignor, including, without limitation, all goodwill associated therewith or symbolized thereby, all common law trademark rights, together with the right to sue and recover damages for future, present and past infringements thereof and to fully and entirely stand in the place of such Assignor in all matters related thereto. This Agreement is intended to be an absolute assignment and not by way of security.
3. Effect of Assignment. This Agreement is made without representation or warranty, except as provided in and by the Transaction Agreement. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Transaction Agreement, and this Agreement shall be subject to the terms of the Transaction Agreement, including, without limitation, Section 8.6(b) of the Transaction Agreement. In the

event of any conflict between this Agreement and the Transaction Agreement, the Transaction Agreement shall govern and control.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
5. No Third Party Beneficiaries. This Agreement is not intended to, nor shall it, create any rights in or confer any benefits upon any person other than the parties to this Agreement.
6. Counterparts. This Agreement may be executed in one or more counterparts, each of which, including those received via facsimile transmission or email, shall be deemed an original, and all of which shall constitute one and the same agreement.
7. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
8. Modification and Waiver. None of the provisions in this Agreement may be waived, changed or altered except in a writing signed by all of the parties hereto.
9. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the United States of America and the laws of the State of New York without regard to the conflicts of law principles of such state.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ASSIGNORS:

ALLEN-VANGUARD CORPORATION

By: 

Name: David Lester

Title: Director

[Signature Page to Trademark Assignment]

ALLEN-VANGUARD LTD.

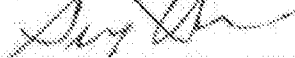
By: M. Lawrence

Name: M. Lawrence
Title: Director


[Signature Page in Trademark Assignment]

ASSIGNEE:

MUSTANG SURVIVAL ULC



By: 
Name: Gray Hudkins
Title: Vice President

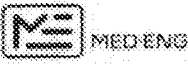
SENCAN LIMITED


By: 
Name: Gray Hudkins
Title: Vice President

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT

(1) Allen Vanguard Corporation U.S. Trademarks and Trademark Applications

Trade-Mark	Country	Status, #	Owning Entity
EOD	USA	Registered SN 74/318,172 RN 1,947,825 Filed September 28, 1992 Registered January 16, 1996	Allen-Vanguard Corporation
IDAS	USA	Registered SN 76/665,455 RN 3,371,187 Filed September 1, 2006 Registered January 22, 2008	Allen-Vanguard Corporation
ME DESIGN 	USA	Registered SN 75/846,882 RN 2,484,493 Filed November 12, 1999 Registered September 4, 2001	Allen-Vanguard Corporation
ME in Box Design 	USA	Registered SN 77/560,438 RN 3,852,056 Filed September 2, 2008 Registered September 28, 2010	Allen-Vanguard Corporation

Trade-Mark	Country	Status, #	Owning Entity
ME MED-ENG in Box Design 	USA	<i>Registered</i> SN 77/560,466 RN 3,852,057 Filed September 2, 2008 Registered September 28, 2010	Allen-Vanguard Corporation
MED-ENG	USA	<i>Registered Feb 14, 2012</i> RN 4097302 SN 77/813,385 Filed August 26, 2009 Registered February 14, 2012	Allen-Vanguard Corporation
RIGIFLEX	USA	<i>Registered</i> SN 77/868,549 RN 4,000,290 Filed November 9, 2009 Registered: July 26, 2011	Allen-Vanguard Corporation
V.TOP	USA	<i>Registered</i> RN 2,708,737 Filed December 11, 2001 Registered April 22, 2003	Allen-Vanguard Corporation

Trade-Mark	Country	Status, #	Owning Entity
V.TOP ENGINEERED BY MED-ENG SYSTEMS INC. ME 	USA	<i>Registered</i> RN 2,792,328 Filed December 11, 2001 Registered December 9, 2003	Allen-Vanguard Corporation



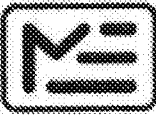

(2) Allen-Vanguard Ltd. U.S. Trademarks and Trademark Applications


Trade-Mark	Country	Status, #	Owning Entity
BOMBTEC	USA	<i>Registered</i> SN 78/180,877 RN 3,410,207 Filed November 1, 2002 Registered April 8, 2008	Allen-Vanguard Ltd.
HAL	USA	<i>Registered</i> SN 76/080,422 RN 3,294,357 Filed June 29, 2000 Registered September 18, 2007	Allen-Vanguard Ltd.
MICROVIPER	USA	<i>Registered</i> SN 78/095,193 RN 3,395,648 Filed November 27, 2001 Registered March 11, 2008	Allen-Vanguard Ltd.


SEARCHTEC	USA	Registered SN 78/328,193 RN 3994783 Filed November 14, 2003 Registered July 12, 2011	Allen-Vanguard Ltd.
SKM	USA	Registered SN 76/080,423 RN 3,030,952 Filed June 29, 2000 Registered December 20, 2005 3030952	Allen-Vanguard Ltd.

(3) Allen-Vanguard Corporation Foreign Trademarks and Trademark Applications

Trade-Mark	Country	Status, #	Owning Entity
CORETECH	Canada	Registered SN 1006502 TMA543390 Filed February 25, 1999 Registered April 4, 2001	Allen-Vanguard Corporation
EOD	Canada	Registered SN 0709697 TMA416137 Filed July 27, 1992 Registered August 27, 1993	Allen-Vanguard Corporation
EOD	CTM	SN 11807708 Filed: May 13, 2013	Allen-Vanguard Corporation

Trade-Mark	Country	Status, #	Owning Entity
IDAS	Canada	Registered SN 1293111 TMA692474 Filed March 10, 2006 Registered July 20, 2007	Allen-Vanguard Corporation
ME DESIGN 	Canada	Registered SN 1018713 TMA541602 Filed June 11, 1999 Registered February 27, 2001	Allen-Vanguard Corporation
ME in Box Design 	Canada	Registered-Jan 4, 2010 SN 1409112 TMA756335 Filed August 29, 2008 SN 1409112	Allen-Vanguard Corporation
ME in Box Design 	CTM	Registered SN 7233646 RN 7233646 Filed September 3, 2008 Registered May 30, 2009	Allen-Vanguard Corporation
ME MED-ENG in Box Design 	Canada	Registered- Jan 6, 2010 SN 1409111 TMA756502 Filed August 29, 2008	Allen-Vanguard Corporation

Trade-Mark	Country	Status, #	Owning Entity
ME MED-ENG in Box Design 	CTM	<i>Registered</i> SN 7233638 RN 7233638 Filed September 3, 2008 Registered May 30, 2009	Allen-Vanguard Corporation
MED-ENG	Canada	<i>Registered</i> SN 1430980 TMA762999 Filed March 13, 2009 Registered March 31, 2010	Allen-Vanguard Corporation
MED-ENG	CTM	<i>Registered</i> RN008559262 SN 008559262 Filed September 2, 2009 Registered March 1, 2010	Allen-Vanguard Corporation
MED-ENG SYSTEMS	Canada	<i>Registered</i> SN 1018709 TMA580052 Filed June 11, 1999 Registered April 29, 2003	Allen-Vanguard Corporation
RIGIFLEX	Canada	<i>Registered</i> SN 1303703 TMA729940 Filed: June 1, 2006 Registered December 2, 2008	Allen-Vanguard Corporation

Trade-Mark	Country	Status, #	Owning Entity
SUITUP	Canada	Registered SN 1,497,485 TMA831308 Filed September 28, 2010 Registered Sept 6, 2012	Allen-Vanguard Corporation
CORETECH	Canada	Registered SN 1006302 TMA543390 Filed February 25, 1999 Registered April 4, 2001	Allen-Vanguard Corporation
V.TOP	Canada	Registered TMA578507 Filed June 28, 2001 Registered March 28, 2003	Allen-Vanguard Corporation
V.TOP & DESIGN 	Canada	Registered TMA582620 Filed June 28, 2001 Registered May 28, 2003	Allen-Vanguard Corporation

(4) Allen-Vanguard Ltd. Foreign Trademarks and Trademark Applications


Trade-Mark	Country	Status, #	Owning Entity
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MICROVIPER	CTM	<i>Registered</i> SN 2235299 RN 2235299 Filed May 28, 2001 Registered July 18, 2002	Allen-Vanguard Ltd.
SKM	CTM	<i>Registered</i> SN 1704329 RN 1704329 Filed June 13, 2000 Registered December 10, 2001	Allen-Vanguard Ltd.
MOTORSCOPE	UK	<i>Registered</i> SN 1568376 RN 1568376 Filed April 13, 1994 Registered June 9, 1995	Allen-Vanguard Ltd.
BOMBTEC	UK	<i>Registered</i> SN 2313341 RN 2313341 Filed October 16, 2002 Registered August 29, 2003	Allen-Vanguard Ltd.
HAL	Canada	<i>Registered</i> TMA586620 Filed July 7, 2000 Registered August 5, 2003	Allen-Vanguard Ltd.

HAL	UK	<i>Registered</i> SN 2236049 RN 2236049 Filed June 14, 2000 Registered July 29, 2001	Allen-Vanguard Ltd.
SKM	Canada	<i>Registered</i> SN 1066097 Registered July 31, 2003 TMA586328 Filed July 7, 2000	Allen-Vanguard Ltd.
SKM	UK	<i>Registered</i> SN 2235988 RN 2235988 Filed June 14, 2000 Registered December 15, 2000	Allen-Vanguard Ltd.
BOMBTEC	Canada	<i>Registered</i> SN 1156075 TMA628503 Filed October 17, 2002 Registered December 15, 2004	Allen-Vanguard Ltd.
MICROVIPER	Australia	<i>Registered</i> SN 895397 RN 895397 Filed November 19, 2001 Effective registration date November 19, 2001	Allen-Vanguard Ltd.

MICROVIPER	UK	<i>Registered</i> <i>SN 2271080</i> <i>RN 2271080</i> Filed May 25, 2001 Registered August 29, 2003	Allen-Vanguard Ltd.
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(5) Allen-Vanguard Technologies Inc. Foreign Trademarks and Trademark Applications

Trade-Mark	Country	Status, #	Owning Entity
EOD 7 AND DESIGN 	Canada	<i>Registered</i> <i>SN 0709698</i> TMA415322 Filed: July 27, 1992 Registered August 6, 1993	Allen-Vanguard Technologies Inc.