

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM299924

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|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Julian Maimin | | 03/12/2014 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Tectum Holdings, Inc. | | |
| Street Address: | 5400 S. State Road | | |
| City: | Ann Arbor | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48108 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4356530 | FOLD-N-LOCK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124466460 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 2124464800 | | |
| Email: | hayley.smith@kirkland.com | | |
| Correspondent Name: | Hayley Smith, Senior Legal Assistant | | |
| Address Line 1: | Kirkland & Ellis LLP | | |
| Address Line 2: | 601 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 40462-99 (HS) | | |
| NAME OF SUBMITTER: | Hayley Smith | | |
| SIGNATURE: | //Hayley Smith// | | |
| DATE SIGNED: | 04/01/2014 | | |
| Total Attachments: 4 | | | |
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of March 12, 2014, by Julian Maimin ("Assignor") in favor of Tectum Holdings, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademark registration identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the "Mark");

WHEREAS, Assignor, Assignee, Laurmark Enterprises, Inc., a Texas corporation, the other Sellers and IP Holders party thereto and the Sellers' Representative are parties to the Acquisition Agreement dated as of the date hereof (the "Acquisition Agreement") pursuant to which Assignor has sold, and Assignee has purchased, the Mark;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Mark pertains and such business is ongoing; and

WHEREAS, pursuant to the Acquisition Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Mark and all goodwill associated with the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby assigns and transfers to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith, for the United States and for all foreign countries and multi-national registration bodies, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal of the Mark; (2) the prosecution or defense of any

infringement or other proceedings that may arise in connection with any of the Mark including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (3) obtaining any additional protection for the Mark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment. Any such assistance to be provided by Assignor pursuant to this Section 2 shall be at Assignee's cost and expense, except to the extent otherwise provided in the Acquisition Agreement.

3. Assignor hereby represents, warrants and covenants that it has all rights necessary to enter into this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of California.
5. This Assignment is entered into pursuant to the Acquisition Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Mark.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the date first above written.



JULIAN MAIMIN

Schedule A
to Trademark Assignment

| REGISTRATION NO. | REGISTRATION DATE | MARK | OWNER(S) |
|------------------|-------------------|--------------------|---------------|
| 4356530 | June 25, 2013 | FOLD-N-LOCK (word) | Julian Maimin |