

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allen-Vanguard Corporation		05/20/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Med-Eng, LLC		
Street Address:	13386 INTERNATIONAL PARKWAY		
City:	JACKSONVILLE		
State/Country:	FLORIDA		
Postal Code:	33218		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85756659	BLAST TRACKER	
CORRESPONDENCE DATA			
Fax Number:	2122453009		
<i>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.</i>			
Phone:	2125416222		
Email:	trademark@kanekessler.com		
Correspondent Name:	Stanley Seuradge c/o Kane Kessler		
Address Line 1:	1350 Avenue of Americas		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	8485-26		
NAME OF SUBMITTER:	Stanley Seuradge		
SIGNATURE:	/Stanley Seuradge/		
DATE SIGNED:	07/31/2014		
Total Attachments: 13			
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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT, dated as of May 20, 2014 (this "Assignment"), between Allen-Vanguard Corporation, an Ontario corporation ("Seller"), and Med-Eng, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller and Buyer entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "APA"), pursuant to which Buyer agreed to acquire certain assets of Seller, including the Assigned IP (defined below); and

WHEREAS, Seller and Buyer wish to effectuate the assignment of the Assigned IP to Buyer.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Seller hereby irrevocably sells, transfers, assigns and delivers unto Buyer all of Seller's worldwide rights, title, and interest in and to the Assigned IP, and Buyer hereby assumes and accepts such assignment. For purposes of the foregoing, the term "Assigned IP" means, collectively, all of Seller's right, title and interest in and to all (a) trademark or service mark registrations, trademark or service mark applications, common law trademarks or service marks, trade names, doing business as designations, domain names, brand names, trade dress, logos and slogans and registrations therefor, in each case solely to the extent set forth on Schedule 1(a) hereto, together with all extensions and renewals thereof and all goodwill associated therewith, (b) copyright registrations and applications, common law copyrights, and mask works set forth on Schedule 1(b) hereto, together with all extensions and renewals thereof, (c) patents, patent applications and statutory invention registrations, in each case solely to the extent set forth on Schedule 1(c) hereto, together with any foreign counterparts, extensions, reexaminations and reissues, divisions, divisionals, continuations, extensions, and/or supplemental protection certificates thereof, (d) trade secrets, confidential information, proprietary information including information protected by the Uniform Trade Secrets Act or similar legislation, know-how, formulae, designs, processes, procedures, methods, research records, records of invention, data, technology, test information, market surveys, and packaging specification set forth on Schedule 1(d) hereto, and (e) all registrations and applications for any of the foregoing.

2. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the APA. Nothing contained in this Assignment shall in any way expand, limit or otherwise alter any rights or remedies pursuant to or under the APA. In the event of any conflict between this Assignment and the APA, the APA shall govern and control. This Assignment is intended only to effect the assignment, sale, assumption and acceptance of the Assigned IP as contemplated by the APA.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns. Notwithstanding the foregoing, no party to this Agreement may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party hereto and any purported assignment in violation of the foregoing shall be null and void. Nothing in this Assignment, express or implied, is intended to confer upon any person other than Buyer and Seller, and their respective successors, legal representatives and permitted assigns, any rights, benefits or remedies under or by reason of this Assignment.

4. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment shall remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree shall remain in full

force and effect to the extent not held invalid or unenforceable.

5. This Assignment shall be governed by and construed under the laws of the State of New York without regard to the conflicts of law principles of such state.

6. This Assignment 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. Any capitalized term used in this Assignment or any schedule thereto which is not defined herein shall have the meaning ascribed thereto in the APA.

[Remainder of Page Intentionally Left Blank]

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

ALLEN-VANGUARD CORPORATION

By: *Kent D. Rosenthal*
Name: Kent Rosenthal
Title: President, Treasurer & CFO

MED-ENG, LLC

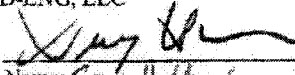
By: _____
Name:
Title:

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

ALLEN-VANGUARD CORPORATION

By: _____
Name:
Title:

MED-ENG, LLC

By: 
Name: *Gray Bellows*
Title: *vice president*

SCHEDULE 1(a)

Trademarks

Trade-Mark	Country	Status, #	Owning Entity
BLACKBIRD	Canada	<i>Status: Registered</i> <i>App No.: 1427413</i> <i>Filing Date: February 10, 2009</i> <i>Reg No.: 820960</i> <i>Reg. Date: March 28, 2012</i> <i>Expiry Date:</i>	Allen-Vanguard Corporation
BLAST TRACKER	CTM	<i>Status: Registered</i> <i>App No.:</i> <i>Filing Date: November 14, 2012</i> <i>Reg No.: 011343753</i> <i>Reg. Date: April 17, 2013</i> <i>Expiry Date:</i>	Allen-Vanguard Corporation
BLAST TRACKER	USA	<i>Status:</i> <i>App No.: 85756659</i> <i>Filing Date: October 17, 2012</i> <i>Reg No.:</i> <i>Reg. Date:</i> <i>Expiry Date:</i>	Allen-Vanguard Corporation

SCHEDULE 1(b)

Copyrights

All works of creative authorship owned by the Seller as of the Closing that are solely used or held for use in the operation of the Business, including without limitation all catalogs, photography, designs, websites, marketing material and promotional material and all developed software owned by the Seller as of the Closing that are solely used or held for use in the operation of the Business.

SCHEDULE 1(c)

Patents

Jurisdiction	Title	Application / Patent / Reg. No. / Filing Date	Owning Entity
Europe	Apparatus and Method for Measuring and Recording Data from Violent Events	Status: Pending App No.: Filing Date: June 25, 2010 Reg No.: 08856806.9 Reg. Date: Expiry Date:	Allen-Vanguard Corporation
U.S.	Apparatus and Method for Measuring and Recording Data from Violent Events (PARENT)	Status: Registered App No.: Filing Date: December 8, 2008 Reg No.: 7,992,421 Reg. Date: August 9, 2011 Expiry Date:	Allen-Vanguard Corporation
U.S.	Apparatus and Method for Measuring and Recording Data from Violent Events (DIV1)	Status: Registered App No.: 13/159.889 Filing Date: June 14, 2011 Priority Date: December 8, 2008 Reg No.: 8,322,188 (Divisional of 7,992,421) Reg. Date: Expiry Date:	Allen-Vanguard Corporation
U.S.	Apparatus and Method for Measuring and Recording Data from Violent Events (DIV2)	Status: Allowed App No.: 13/160,031 Divisional of: 7,992,421 Filing Date: June 14, 2011 Priority Date: December 8, 2008 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation

U.S.	Apparatus and Method for Measuring and Recording Data from Violent Events (DIV3)	Status: Registered App No.: 13/160,071 Divisional of :7,992,421 Filing Date: June 14, 2011 Priority Date: December 8, 2008 Reg No.: 8,316,691 Reg. Date: November 27, 2012 Expiry Date: December 8, 2028	Allen-Vanguard Corporation
Canada	Apparatus for Measuring Data for Injury Analysis With Power Management (DIV 1)	Status: Pending App No.: 2,778,808 Filing Date: June 1, 2012 Priority Date: December 8, 2008 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation and The Government of the United States of America, as represented by the Secretary of the Navy
Canada	A Method of Calibrating a Data Recording Unit (DIV 2)	Status: Pending App No.: 2,778,883 Filing Date: June 1, 2012 Priority Date: December 8, 2008 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation and The Government of the United States of America, as represented by the Secretary of the Navy
U.S.	Apparatus and Method for Measuring Data for Injury Analysis	Status: Pending App No.: 12/746,370 Filing Date: December 20, 2010 Priority Date: December 8, 2008 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation and The Government of the United States of America, as represented by the Secretary of the Navy

U.S.	A Method Of Calibrating A Data Recording Unit (CONT 1)	Status: Pending App No.: 3/618,150 Continuation of: U.S. 12/746,370 Filing Date: 14 Sept 2012 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation and The Government of the United States of America, as represented by the Secretary of the Navy
U.S.	Apparatus For Measuring Data For Injury Analysis with Power Management (CONT 2)	Status: Pending App No.: 13/618,009 Continuation of U.S. 12/746,370 Filing Date: 14 Sept 2012 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation and The Government of the United States of America, as represented by the Secretary of the Navy
Europe	Apparatus and Method for Measuring Data for Injury Analysis	Status: Pending App No.: 08856837.3 Filing Date: July 2, 2010 Priority Date: December 8, 2008 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation and The Government of the United States of America, as represented by the Secretary of the Navy
Australia	Apparatus and Method for Measuring Data for Injury Analysis	Status: Issued App No.: 2008331392 Filing Date: June 28, 2010 Priority Date: December 8, 2008 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation and The Government of the United States of America, as represented by the Secretary of the Navy

PCT	Blast Exposure Recording Device (BERD Sensor)	Status: Pending App No.: CA2012/050319 Filing Date: May 15, 2012 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation
Australia	Apparatus for Measuring Data for Injury Analysis with Power Management (DIV 1)	Status: Pending App No.: 2013202818 Divisional of: 2008331392 Filing Date: April 6, 2013 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation and The Government of the United States of America, as represented by the Secretary of the Navy
Australia	A Method of Calibrating a Data Recording Unit (DIV 2)	Status: Pending App No.: 2013202846 Divisional of 2008331392 Filing Date: April 6, 2013 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation and The Government of the United States of America, as represented by the Secretary of the Navy
Australia	Apparatus and Method for Measuring and Recording Data from Violent Events (DIV 1)	Status: Pending App No.: 2013204144 Divisional of 2008331393 Filing Date: April 12, 2013 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation

Australia	Apparatus and Method for Measuring and Recording Data from Violent Events (DIV 3)	Status: Pending App No.: 2013204211 Divisional of 2008331393 Filing Date: April 12, 2013 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation
Australia	Apparatus and Method for Measuring and Recording Data from Violent Events (DIV 2)	Status: Pending App No.: 2013204128 Divisional of 2008331393 Filing Date: April 12, 2013 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation
Canada	Apparatus and Method for Measuring and Recording Data from Violent Events (DIV2)	Status: Issued App No.: 2743321 Divisional of: 2,708,014 Filing Date: June 10, 2011 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation
Canada	Apparatus and Method for Measuring and Recording Data from Violent Events (DIV3)	Status: Registered App No.: 2743472 Divisional: 2,708,014 Filing Date: June 10, 2011 Reg No.:2,743,472 Reg. Date: January 7, 2014 Expiry Date: December 8, 2028	Allen-Vanguard Corporation

Canada	Apparatus and Method for Measuring and Recording Data from Violent Events (DIV1)	Status: Registered App No.: 2743467 Divisional of: 2,708,014 Filing Date: June 10, 2011 Reg No.: 2,743,467 Reg. Date: 15 Jan 2013 Expiry Date: 08 Dec 2028	Allen-Vanguard Corporation
Canada	Apparatus and Method for Measuring and Recording Data from Violent Events (PARENT)	Status: Registered App No.: Filing Date: June 4, 2010 Reg No.: 2,708,014 National of: PCT/CA2008/002125 Reg. Date: May 22, 2012 Expiry Date: Dec. 12, 2028	Allen-Vanguard Corporation
Australia	Apparatus and Method for Measuring and Recording Data from Violent Events	Status: Pending App No.: 2008331393 Filing Date: December 8, 2008 Reg No.: Reg. Date: Expiry Date:	Allen-Vanguard Corporation
Canada	Apparatus and Method for Measuring Data for Injury Analysis (PARENT)	Status: Registered App No.: Filing Date: December 8, 2008 Reg No.: 2,708,012 Reg. Date: 21 Aug 2012 Expiry Date:	Allen-Vanguard Corporation and The Government of the United States of America, as represented by the Secretary of the Navy

SCHEDULE 1(d)

Trade Secrets

All trade secrets, know-how, confidential information proprietary information (including information protected by the Uniform Trade Secrets Act or similar legislation), formulae, designs, processes, procedures, methods, research records, records of invention, data, technology, test information, market surveys, and packaging specifications owned by the Seller as of the Closing that are solely used or held for use in the operation of the Business.

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