# 361376

ETAS ID: TM317787

# \$65,00 436137

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Skyflo Limited		09/03/2014	Private Company Limited: HONG KONG

### **RECEIVING PARTY DATA**

Name:	Automatic Bar Controls, Inc.		
Street Address:	1400 Toastmaster Drive		
City:	Elgin		
State/Country:	ILLINOIS		
Postal Code:	60120		
Entity Type:	CORPORATION: DELAWARE		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4361376	SKYFLO
Registration Number:	4563751	SKYFLO

### **CORRESPONDENCE DATA**

**Fax Number:** 2127352000

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.

**Phone:** 2127353000

**Email:** justin.selle@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square
Address Line 2: Jessica Cohen, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	610710/80
NAME OF SUBMITTER:	Jessica N. Cohen
SIGNATURE:	/s/ Jessica N. Cohen
DATE SIGNED:	09/23/2014

### **Total Attachments: 4**

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TRADEMARK

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### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of September 3, 2014 (the "Effective Date"), by and among SKY CHANNEL TECHNOLOGIES LIMITED, a private company limited by shares organized and existing under the laws of Hong Kong and registered under number 0982897 (the "Skyflo Distributor"), SKYFLO TECHNOLOGY (SHENZHEN) CO., LTD., a company organized and existing under the laws of China (the "Skyflo Manufacturer"), SKYFLO LIMITED, a private company limited by shares organized and existing under the laws of Hong Kong and registered under number 1654553 (the "Skyflo Manufacturer Holdco"), ACHIM PHILIPPE ZAPP (the "Stockholder" and, together with the Skyflo Distributor, the Skyflo Manufacturer and the Skyflo Manufacturer Holdco, the "Assignors") and AUTOMATIC BAR CONTROLS, INC., a Delaware corporation (the "Assignee"). The Assignors and Assignee are each sometimes referred to herein as a "Party" or, collectively, the "Parties". All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of September 3, 2014 ("Asset Purchase Agreement"), by and among the Assignors and Assignee, each Assignor agreed to sell, assign, convey, transfer and deliver to the Assignee all of such Assignor's right, title and interest in, to and under each of the Skyflo Assets, including but not limited to the Trademarks, which are identified on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>Assignment</u>. Each Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee all of such Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the Business connected with the use of and symbolized by the Trademarks and the rights to sue for past infringement or other violation thereof.
- 2. <u>Governing Law; Dispute Resolution</u>. This Assignment and any dispute arising in connection therewith will be governed by and construed under the laws of Hong Kong without regard to conflicts-of-laws principles that would require the application of any other law. Any dispute, controversy or claim arising out of or related to this Assignment or its subject matter shall be resolved in accordance with the procedures set forth in <u>Section 9.12</u> (Dispute Resolution and Jurisdiction) of the Asset Purchase Agreement.
- 3. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Assignment as to the Parties and may be used in lieu of the original Assignment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

### **ASSIGNORS:**

SKY CHANNEL TECHNOLOGIES LIMITED
By:
Name: ACHIM PHILIPPE ZAPP
Title: DIRECTOR
SKYFLO TECHNOLOGY (SHENZHEN) CO., LTD.
Ву:
Name: ZHENG JING CHUN
Title: EXECUTIVE DIRECTOR
SKYFLO LIMITED
By:
Name: ACHIM PHILIPPE 2APP
Title: DIRECTOR
ACHIM PHILIPPE ZAPP

[Signature page to Trademark Assignment]

## ASSIGNEE:

AUTOMATIC BAR CONTROLS, INC.

By:

Name: Timothy J. FitzGerald

Title: Chief Financial Officer

[Signature page to Trademark Assignment]

# Schedule A

# **Trademarks**

Mark	Country	Assignor	Reg. No.	Ser. No.	Status
Stylized word "Skyflo" in black with three curved blue lines appearing to come out of the "O" in "Skyflo."	USA	Skyflo Limited	4,361,376	85/777,661	Registered
SKYFLO	USA	Skyflo Limited	4,563,751	86/127,656	Registered

A-1

RECORDED: 09/23/2014