

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

B.T. Industries, Inc
6605-09 Smith Ave.
North Bergen, NJ 07047

- Individual(s)
- Partnership
- Corporation- State: New Jersey
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 28, 2014

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Baltogs Acquisition Company, Inc.

Street Address: 5065 E. Hunter Ave.

City: Anaheim

State: CA

Country: USA Zip: 92507

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

1981231

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Bal-Togs

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Floyd G. Hoffman, LLC

Internal Address: 11745 E. Charter Oak Drive

Street Address: _____

City: Scottsdale

State: AZ Zip: 85259

Phone Number: 404-861-9601

Docket Number: _____

Email Address: Floydh68@gmail.com

9. Signature: Floyd G. Hoffman

Floyd G. Hoffman
Signature
Name of Person Signing

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed - Credit Card Payment Form

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 005408 FRAME: 0025

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OP \$40.00 1981231

EXHIBIT A
TRADEMARKS

I. Trademark Applications and Registrations

Mark	Reg. No.	Reg. Date
Bal-Togs	1981231	

II. Common Law Trademarks

III. Domain Names

www.baltogs.com

btapprovals.info

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is effective on the 28th day of October, 2014 by and between B.T. Industries, Inc., a New Jersey corporation ("Assignor") on one hand and Baltogs Acquisition Company, Inc., a Delaware corporation ("Assignee") on the other.

Pursuant to that certain Asset Purchase Agreement of even date herewith by and between Assignor and Assignee ("Asset Purchase Agreement"), Assignor has agreed to transfer its Contributed Assets, which includes all of its intellectual property, to Assignee.

In consideration of the mutual promises and covenants contained in this Assignment and in the Asset Purchase Agreement and intending to be legally bound, the parties agree as follows:

All undefined, capitalized terms used herein have the meaning given to them in the Asset Purchase Agreement. Additionally, the following definitions apply to this Assignment:

"Trademarks" means all United States and foreign registered trademarks and service marks and all trademark and service mark applications, domestic or foreign, now or hereafter in effect, including any divisionals, renewals, and extensions thereof, unregistered trademarks and service marks, trade dress, logos, trade names, domain names, fictitious names, brand names, brand marks, and corporate names that are Contributed Assets, together with all translations, adaptations, derivations and combinations, including, without limitation, the domain names, trademarks and service marks and registrations therefor set forth on Exhibit A of this Assignment.

TRADEMARKS

1. Assignment. Assignor hereby expressly sells, assigns and transfers to Assignee, its successor and assigns, all right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to all related common law rights, and all other rights pertaining to ownership of the Trademarks, including the renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name and 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 the Assignor if this assignment had not been made, together with the right or priority under any international agreements to which the United States adheres, and all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, now or hereafter in effect. Assignor requests the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries to record Assignee as the assignee and owner of the Trademarks.

2. Cooperation. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of

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any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

3. Entire Agreement. This Assignment and the Asset Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

4. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

5. Governing Law. This Assignment shall be governed by and construed under the laws of the state of Delaware, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

6. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be duly executed on the day and year first above written.

ASSIGNOR:

B.T. INDUSTRIES, INC.

By:

Bruce Kopelman, its President

ASSIGNEE:

BALTOGS ACQUISITION COMPANY INC.

By:

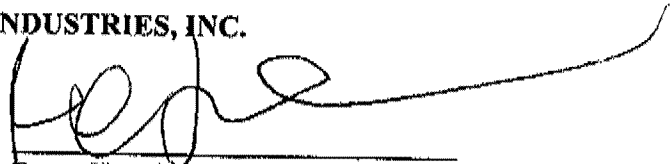
Jon Letzler, its President

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ASSIGNEE:

BALTOGS ACQUISITION COMPANY, INC.

By:

Name: Jon Letzler, its President

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