

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bold, Inc.		02/26/2015	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Truck Shields, LLC		
Street Address:	1490 North 2200 West		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84116		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85691902	BLACK RHINO	
Registration Number:	3881698	BLACK RHINO	
Serial Number:	86486491	BLACK RHINO	
Serial Number:	86486533		
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	(303) 629-3400		
Email:	broms.maria@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	M252003		
NAME OF SUBMITTER:	Maria Broms		
SIGNATURE:	/Maria Broms 10216/		
DATE SIGNED:	03/02/2015		
Total Attachments: 8			

CH \$115.00 85691902

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of February 26, 2015, is made by and among Darin Newell (“**Newell**”), Bold, Inc., a Utah corporation (“**Bold**”), and Xnation Inc., a Utah corporation (“**Xnation**” and, together with Newell and Bold, the “**Assignors**”), in favor of Truck Shields, LLC (d/b/a Signature Products Group) (“**Buyer**”), a Utah limited liability company, the purchaser of certain assets of Bold pursuant to that certain Asset Purchase Agreement among Bold, Newell, William O. Perry III, and Buyer, dated as of February 26, 2015 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, the Assignors have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of the Assignors, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the Assignors agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby irrevocably convey, transfer and assign to Buyer all of the Assignors’ rights, title and interests in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), and all common law trademark rights in any unregistered trademarks identified on Schedule 2 hereto, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Bold’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (the “**Copyrights**”), and all unregistered copyright rights to any designs or logos set forth on Schedule 3 hereto;

(d) all rights of any kind whatsoever of the Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The assignors hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, at Buyer's sole cost and expense, the Assignors shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignors and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this IP Assignment as of the date first above written.

BOLD, INC.

By: 

Name: Darin Newell

Title: President

Address for Notices:

180 W. 1550 S.

Salt Lake City, UT 84104

XNATION INC.

By: 

Name: Darin Newell

Title: President

Address for Notices:

180 W. 1550 S.

Salt Lake City, UT 84104

By: 

Name: Darin Newell

Address for Notices:

180 W. 1550 S.

Salt Lake City, UT 84104


SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

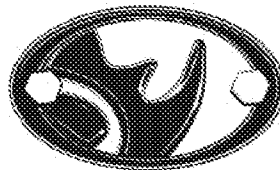
ASSIGNED TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Trademark	Goods and Services	Owner Name and Address	App. / Reg. No. and Date	Status
USPTO	BLACK RHINO	INT. CL. 25 CLOTHING, NAMELY, PANTS, T-SHIRTS, SHIRTS, WORK SHIRTS, PANTS FOR CARPENTERS AND MECHANICS, OVERALLS, JACKETS, COATS, AND HOODED JACKETS; SCARVES, WORK BOOTS, AND SHOES	BOLD, INC. UTAH CORPORATION 1880 WEST 1500 SOUTH SALT LAKE CITY, UTAH, 84104	App 85691902 App 31-JUL-2012	USPTO Status: First extension - granted USPTO Status Date: 14-JUL-2014 Published (Pending) Intent to Use
USPTO	BLACK RHINO	INT. CL. 25 CLOTHING, NAMELY, HATS, CAPS, HEAD WEAR, AND T-SHIRTS	BOLD, INC. UTAH CORPORATION 1880 WEST 1500 SOUTH SALT LAKE CITY, UTAH, 84104	App 77980519 App 18-JUN-2008 Reg 3881698 Reg 23-NOV-2010	USPTO Status: Registered USPTO Status Date: 23-NOV-2010 Registered
USPTO	BLACK RHINO	INT. CL. 8 Full line of hand tools, namely, bolt cutters, cable cutters, caulking guns, crow bars, fence tools in the nature of cutting, hitting, grabbing, stripping, digging, prying and wire tying, hammers, drywall hammers, and roofing hammers, hacksaws, hand shears, handsaws, hex wrenches, Allen wrenches, magnetic extension holders for screwdriver bits, pliers, scrapers, screwdrivers, screwdriver bits for drills, screw setters, tin snips, utility knives and blades, wrenches, tool belts, hand-powered staple guns INT. CL. 9 Eye and sun glasses; safety glasses; bubble levels; measuring tapes INT. CL. 18 Tool bags sold empty, namely tool bags, pouches, clips, and nail bags INT. CL. 25 shirts; work shirts; gloves; work gloves	Bold, Inc., corporation of Utah, 1880 West 1500 South, Salt Lake City, Utah 84104	App 86486491 App 19-DEC-2014	USPTO Status: Newly filed application
USPTO	<i>Design Only</i> 	INT. CL. 8 Full line of hand tools, namely, bolt cutters, cable cutters, caulking guns, crow bars, fence tools in the nature of cutting, hitting, grabbing, stripping, digging, prying and wire tying, hammers,	Bold, Inc., corporation of Utah, 1880 West 1500 South, Salt Lake City, Utah 84104	App 86486533 App 19-DEC-2014	USPTO Status: Newly filed application

		<p>drywall hammers, and roofing hammers, hacksaws, hand shears, handsaws, hex wrenches, Allen wrenches, magnetic extension holders for screwdriver bits, pliers, scrapers, screwdrivers, screwdriver bits for drills, screw setters, tin snips, utility knives and blades, wrenches, tool belts, hand-powered staple guns</p> <p>INT. CL. 9 Eye and sun glasses; safety glasses; bubble levels; measuring tapes</p> <p>INT. CL. 18 Tool bags sold empty, namely tool bags, pouches, clips, and nail bags</p> <p>INT. CL. 25 shirts; work shirts; gloves; work gloves</p>			
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“Black Rhino” word and stylized word trademark, including any associated goodwill.

Horn logo trademark, as shown below, and any formatives thereof, including any associated goodwill:



SCHEDULE 3

ASSIGNED COPYRIGHTS AND COPYRIGHT REGISTRATIONS AND APPLICATIONS

All materials, associated copyrights, moral rights, droit rights and other rights associated with the photos and textual descriptions of products sold under the BLACK RHINO and/or Horn logo trademarks as currently posted on the "www.blackrhinousa.com" website.

Horn logo copyright, as shown below, and any formatives thereof, including any associated goodwill:



All packaging, point of sale displays, marketing materials, and any associated dress, copyrights or design rights associated with products presently sold under the BLACK RHINO and/or Horn logo trademarks described on schedule 2.