

TRADEMARK ASSIGNMENT COVER SHEET

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900317985

ETAS ID: TM334443

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ldr industries,llc		02/27/2015	limited liability company: ILLINOIS

RECEIVING PARTY DATA

Name:	ldr global industries llc
Street Address:	960 alabama ave
City:	brooklyn
State/Country:	NEW YORK
Postal Code:	11207
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2732820	EXQUISITE

CORRESPONDENCE DATA

Fax Number: 9149484936

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: 914 948 4800

Email: ag@aglaws.net

Correspondent Name: andrew greene

Address Line 1: 202 mamaroneck ave

Address Line 4: white plains, NEW YORK 10601

OP \$40.00 2732820

NAME OF SUBMITTER:	andrew greene
SIGNATURE:	/andrew greene/
DATE SIGNED:	03/09/2015

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of February 27, 2015, is made by LDR INDUSTRIES, LLC, an Illinois limited liability company ("Seller"), in favor of LDR GLOBAL INDUSTRIES LLC, an Illinois limited liability company ("Buyer"), the assignee of certain assets of Seller purchased by Buyer pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of January 14, 2015 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, the Assigned Intellectual Property, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** In consideration for the execution and performance of the Asset Purchase Agreement, Buyer's payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the Assigned Intellectual Property.
2. **Recordation and Further Actions.** Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer or Seller. Seller shall execute any documents, files, registrations, or other similar items, as Buyer may reasonably request to ensure that the Assigned Intellectual Property is properly assigned to Buyer, or any assignee or successor thereto.
3. **Terms of the Asset Purchase Agreement.** The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that 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. All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.
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 Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

SELLER

LDR INDUSTRIES, LLC

By: W E Lindauer
Name: William E Lindauer
Title: CEO

Address for Notices:
LDR Industries, LLC
600 N. Kilbourn Avenue
Chicago, IL 60624
Attn: Chief Executive Officer

AGREED TO AND ACCEPTED:

BUYER

LDR GLOBAL INDUSTRIES LLC

By: Willie Tapp
Name: Willie Tapp
Title: CEO

Address for Notices:
LDR Global Industries LLC
600 N. Kilbourn Avenue
Chicago, IL 60624
Attn: Chief Executive Officer

With a copy to:
Andrew Green & Associates, P.C.
202 Mamaroneck Avenue
White Plains, NY 10601
Attn: Andrew Green, Esq.

[Signature Page to Intellectual Property Assignment Agreement]