

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM344008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DFCI Solutions, Inc.		01/31/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Southco, Inc.		
Street Address:	210 N. Brinton Lake Road		
City:	Concordville		
State/Country:	PENNSYLVANIA		
Postal Code:	19331		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2688871	DFCI	
Registration Number:	2605269	DFCI	
Registration Number:	2798485	RACEX	
CORRESPONDENCE DATA			
Fax Number:	6104070701		
<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:	6104070700		
Email:	tmde@ratnerprestia.com		
Correspondent Name:	John W. McGlynn		
Address Line 1:	PO Box 980		
Address Line 4:	Valley Forge, PENNSYLVANIA 19482		
ATTORNEY DOCKET NUMBER:	SOUT-653US		
NAME OF SUBMITTER:	John W. McGlynn		
SIGNATURE:	/jwm/		
DATE SIGNED:	06/09/2015		
Total Attachments: 4			
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OP \$90.00 2688871

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made as of January __, 2015 by DFCI Solutions, Inc., a New York corporation ("Seller"), in favor of Southco, Inc., a Delaware corporation ("Buyer"), the purchaser of certain assets of Seller, pursuant to an Asset Purchase Agreement dated as of November 5, 2014, among Seller, the sole member of the sole shareholder of Seller, and Buyer (the "Purchase Agreement").

A. Pursuant to the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer as of the date hereof, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW, THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which 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 following (the "Assigned IP"):

(a) the trademark registrations set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

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

(c) 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

(d) 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. Seller authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other governmental officials, including, without limitation, those in Canada, South America and Europe, to record and register this Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof as reasonably requested by Buyer, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be delivered by facsimile and may be executed in any number of 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. Delivery of a copy of this Assignment or any other document required to be delivered hereby or such other document bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. "Originally signed" or "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

5. Successors and Assigns. Seller may not assign any of its rights under this Agreement without the prior written consent of Buyer. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Buyer may assign all or any portion of its rights under this Agreement without the consent of Seller.

6. Governing Law. This Assignment will be governed by and construed under the laws of the State of New York without regard to conflicts-of-laws principles that would require the application of any other law.

[Signatures appear on following page.]

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

DFCI SOLUTIONS, INC.

By: [Signature]
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

SOUTHCO, INC.

By: Alan L. Eisen
Name: Alan L. Eisen
Title: Secretary

SCHEDULE 1

Assigned Trademarks Registrations

DFCI – U.S. Registration No. 268871, expiring 1/15/2022

DFCI – U.S. Registration No. 2605269, expiring 10/03/2022

RACEX – U.S. Registration No. 2798485, expiring 12/04/2023