

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARMOR HOLDINGS, LLC		11/11/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Polaris Sales, Inc.		
Street Address:	2100 Highway 55		
City:	Medina		
State/Country:	MINNESOTA		
Postal Code:	55340		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3361029	PRO ARMOR	
Registration Number:	3665117	PRO ARMOR	
Registration Number:	3146644	FAT PEGS	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
	<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:	612-336-4602		
Email:	mmorris@merchantgould.com		
Correspondent Name:	Andrew S. Ehard		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	04855.0001/2/3US01		
NAME OF SUBMITTER:	Andrew S. Ehard		
SIGNATURE:	/Andrew S. Ehard/		
DATE SIGNED:	08/03/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made and entered into as of November 11, 2014, by and among LSI Products, Inc., a California corporation ("LSI"), Armor Holdings, LLC, a California limited liability company ("AH") (collectively LSI and AH are referred to as "Seller" or "Sellers"), and Polaris Sales Inc., a Minnesota corporation ("Buyer"), pursuant to that certain Asset Purchase Agreement between Buyer and Sellers, dated as of November 11, 2014 (the "Asset Purchase Agreement"), whereby Buyer is the purchaser of certain assets of Sellers.

Pursuant to the Asset Purchase Agreement, Sellers are to convey, transfer and assign to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this Trademark Assignment for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Sellers agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Sellers hereby irrevocably convey, transfer and assign to Buyer, and Buyer hereby accepts, all of Sellers' right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 attached hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of each 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. Sellers, jointly and severally, authorize the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Upon request by Buyer, Sellers shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are 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 Trademarks 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 or modified 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 Trademark 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 Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark 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 Trademark 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 Trademark 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 Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[REMAINDER OF PAGE IS BLANK – SIGNATURE PAGE FOLLOWS]

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

LSI PRODUCTS, INC.

By: _____

Name: Alex Danze

Title: *Pres*

Address for Notices: 12885 Wildflower Lane, Riverside, CA 92503

ARMOR HOLDINGS, LLC

By: _____

Name: Alex Danze

Title: *Manager*

Address for Notices: 12885 Wildflower Lane, Riverside, CA 92503

AGREED TO AND ACCEPTED:

POLARIS SALES INC.

By: _____

Name: Scott W. Wine

Title: Chairman and CEO

Address for Notices:

2100 Highway 55

Medina, MN 55340

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005591 FRAME: 0249

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

LSI PRODUCTS, INC.


By: _____
Name: Alex Danze
Title:
Address for Notices:

ARMOR HOLDINGS, LLC

By: _____
Name: Alex Danze
Title:
Address for Notices:

AGREED TO AND ACCEPTED:

POLARIS SALES INC.

By: 
Name: Scott W. Wine
Title: Chairman and CEO

Address for Notices:
2100 Highway 55
Medina, MN 55340

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005591 FRAME: 0250

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks

PRO ARMOR and Design – Registration No. 3361029

PRO ARMOR and Design – Registration No. 3665117

FAT PEGS – Registration No. 3146644

Unregistered Trademarks

PRO ARMOR (Word Mark)

THINK IT. MAKE IT. RACE IT.

INTERCEPTOR

ASYLUM

PRO BILT

PRO UTILITY

SNIPER

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Schedule 1