

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM361864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ArmorLine Corporation		05/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Drew McManigle		
Street Address:	11935 Gold Needle Way		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21044		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3709183	CLEARSAPI	
Registration Number:	3582190	GOLDEN PALLET	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	46196-00026		
NAME OF SUBMITTER:	Stephanie S. Kann		
SIGNATURE:	/stephanie s. kann/		
DATE SIGNED:	11/10/2015		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment"), effective May 2, 2014, is entered into by and between ArmorLine Corporation, a Delaware corporation (the "Assignor") and Drew McManigle, located at 11935 Gold Needle Way, Columbia, MD 21044 (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Assignment Agreement, dated as of May 2, 2014 (the "General Assignment"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire, receive and accept, all of Assignor's right, title and interest in and to the trademarks, trademark applications and trademark registrations listed on Schedule A hereto, including all related common law rights with respect thereto (the "Trademarks") among other assets included in the Assignment Estate (as defined in the General Assignment); and

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks throughout the world, including all registrations and applications thereof and the goodwill symbolized thereby, and all causes of actions, claims and demands or other rights for, or arising from, any past, present, and future infringement or other violation of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Trademarks not been made.

2. Further Assurances. Assignor further agrees, without further consideration, to cooperate with the Assignee and to execute and deliver, or use its best efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to take all such other actions as the Assignee may reasonably request from time to time, in order to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

3. Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of

documents in Adobe PDF format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

4. Headings. The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

5. Governing Law. This Assignment and all disputes hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State without regard to the conflict of laws rules thereof.


6. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment or caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

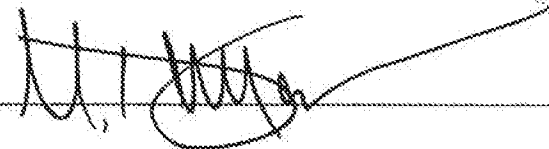
AarmorLine Corporation,
a Delaware corporation

By: 
Name: Drew McManigle
Title: Assignor

Acknowledged and
Accepted:

ASSIGNEE:

Drew McManigle

By: 

SCHEDULE A TO ASSIGNMENT OF TRADEMARKS

U.S. Federal Trademarks

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Next Action
ClearSAPI	Serial No. 77/213,583 Reg. No. 3,709,183	Filing Date 6/22/2007 Reg. Date 11/10/2009	Armorline Corporation (DE corp.)	Declaration of Use due 11/10/2015
GOLDEN PALLET	Serial No. 77/242,414; Reg. No. 3,582,190	Filing Date 7/30/2007 Reg. Date 3/3/2009	Armorline Corporation (DE corp.)	Declaration of Use was due 3/3/2015; grace period ends 9/3/2015