

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361867

| | | | |
|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Drew McManigle | | 08/19/2015 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Spinel Technologies, LLC | | |
| Street Address: | 450 Park Avenue, 6th Floor | | |
| Internal Address: | c/o JFL-DVG Partners, LLC | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| 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: 5 | | | |
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment"), effective August 19, 2015, is entered into by and between Drew McManigle, as the assignee for the benefit of the creditors of ArmorLine Corporation (the "Assignor") and Spinel Technologies, LLC (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 19, 2015 (the "Purchase Agreement"), 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 Purchased Assets (as defined in the Purchase Agreement); 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:

Drew McManigle
as the assignee for the benefit of the creditors of
ArmorLine Corporation

By:



Acknowledged and
Accepted:

ASSIGNEE:

Spinel Technologies, LLC

By:

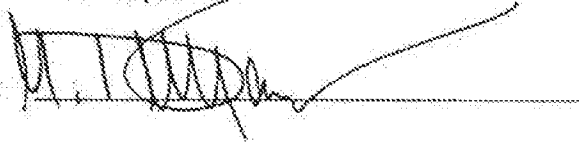
Name: _____
Title: _____

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:

Drew McManigle
as the assignee for the benefit of the creditors of
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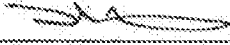
ASSIGNEE:

Spinel Technologies, LLC

By:

Name:

Title:



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 |